

ANNE ARUNDEL COUNTY, MARYLAND

**UNIFORM COMMERCIAL CODE  
FINANCING STATEMENTS**

H ERLE SCHAFER  
CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

**LIBER**

**507**

0-2

 <b>Maryland Financing Statement</b> All information must be typewritten or printed in ink.		File No.
(Not to Be) <del>(To Be)</del> Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es)	Secured Party Name and Address	
Baw-Co Inc. 1230 Cronson Blvd. Crofton, Anne Arundel, MD 21114	The CIT Group/Equipment Financing, Inc. 1301 York Road Lutherville, MD 21093	
<del>Assignment of Secured Party</del> <del>CIT Corporation</del>	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. One (1) 1986 Marmon 57P Truck S/N 1JUCEF180G1000391 One (1) New 14' R & S Steel Body S/N 8605082  <small>The name of C.I.T. Corporation has been changed to The CIT Group/Equipment Financing, Inc. and references herein to "CIT Corporation" shall be deemed amended to "The CIT Group/Equipment Financing, Inc."</small>		
Proceeds of collateral are also covered.		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>Baw-Co Inc.</u>	Secured Party <u>The CIT Group/ Equipment Financing, Inc.</u>	
By <u>Benedict A. Widmer</u> (Seal) Title _____	By <u>Diane Grossmann</u>	
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title, if owner or partner, state which.</small>		
<u>Benedict A. Widmer</u>	<u>Diane Grossmann</u>	
Type or print name(s) of person(s) signing	Type or print name of person signing	

5 SA 989D

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1987 JAN -5 PM 4:18  
 H. ORLE SCHAFER  
 CLERK

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 12/1/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Sterin & Associates, Inc. Sch. 03

Address 1623 Forest Drive, Annapolis, Md. 21043

2. SECURED PARTY

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste 200B, 407 Crain Highway

Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED EQUIPMENT LIST.

CHECK THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

STERIN & ASSOCIATES, INC.

*[Signature]*  
\_\_\_\_\_  
(Signature of Debtor)

Charles Sterin  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

TRANS-AMERICAN LEASING CORPORATION

*[Signature]*  
\_\_\_\_\_  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

RECORDED  
ANNE ARUNDEL COUNTY  
1987 JAN -5 PM 4:18  
H. LARLE SCHAFER  
CLERK

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STERIN & ASSOCIATES, INC.

Schedule 03

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	JVC - S/N #08814980 - Model #CR 6060U
1 (one)	K Pro 16 - S/N #301493
2 (two)	K Pro Monitors - Model # KP 1254-G
3 (three)	K Pro Disc Drives - S/N #81045-05 Model 334193, S/N 81-045-02 Model 333901, & S/N 81-045-02 Model 311090
2 (two)	Texas Instruments (S/N FU 4320742 Model TIP/N2223219-3 and S/N 5064630074 Model TIP/N2238675-0004)
2 (two)	Texas Instruments monitor ( S/N FY 31400375 Model TQF 85222 and S/N FU4332961 Model 2223219-3)
1 (one)	Texas Instruments keyboard - S/N 4400040110 Model 2230528-0001
1 (one)	Texas Instruments printer - S/N 2564140102 Model 2223050-0004
1 (one)	Texas Instruments keyboard - S/N 4400040127 Model 2230528-0001
1 (one)	Texas Instruments - S/N FU4332940 Model TQF 85233
1 (one)	Horton Instruments High Pad - S/N 137770-10020 - Model DT 11CR
1 (one)	Leader - S/N 5100386 - Model LBO 5864

STERIN & ASSOCIATES, INC.

BY: [Signature]

TITLE: CEO

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: Exec.

Mailed to Secured Party

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor and social security or IRS emp. ID number and Address

MICHAEL B. QUARTUCCI  
1311 ASTER DR  
OLEN BARNIE, MD 21061

Secured Party and Address

SENDORE INC  
3200 SENDORE DRIVE  
SIOUX FALLS, SD 57107

Maturity Date (Optional)

This financing statement covers the following types (or items) of property

SENDORE ELECTRONIC TEST EQUIPMENT, MODEL NUMBERS  
1 VA62 1 VC63  
1 NT64 1 EX231  
1 AD232

Describe real estate (if collateral is crops) The above described crops are growing or are to be grown on, OR  
(if collateral is goods which are or are to become fixtures) The above goods are affixed or to be affixed to

"Not subject to recordation taxes"

For Filing Officer (Date, Time, Number, and Filing Office)

Assignee of secured party

Check (X) if covered  Proceeds of collateral are also covered  Products of collateral are also covered

Number of additional sheets, if any

Filed with

MICHAEL B. QUARTUCCI

SENDORE INC

By Michael B. Quartucci  
Signature of Debtor

By [Signature]  
Signature of Secured Party

Form SOS UCC 310 07/80

UCC 1 - SOUTH DAKOTA UNIFORM COMMERCIAL CODE

Approved by Secretary of State, State of South Dakota

1987 JUN 16 PM 12:08

SCHAFFER



Mailed to Secured Party

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. F-21-7 U.C.C. 1/79

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. I.O. 247879 recorded in  
Libers 463 Folio 163 on June 23, 1983 (Date).

1. DEBTOR(S):  
 Name(s) Philip B. & Meredith C. Malter  
 Address(es) 208 Grisdale Hill, Riva, MD 21140 (Anne Arundel Co.)

2. SECURED PARTY:  
 Name First Penna. Bank N.A.  
 Address 3020 Market St., 2nd Floor, Phila., Pa 19104

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
 (Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.

4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

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9. SIGNATURES.  
Thomas Maugeri  
 Thomas Maugeri, Assist Secy.

SECURED PARTY  
 First Pennsylvania Bank N.A..  
 By Joseph F. Windish Jr.  
 Joseph F. Windish Jr., V.P.  
 (Type, Name and Title)

DEBTOR(S)  
 (Necessary only if Item 6 is applicable)  
 Type name of each signature and if Company,  
 type name of Company and Name and Title of  
 Authorized Signer.

*PS*

1987 JAN -6 PM 12:08

H. ERLE SCHAFFER  
 CLERK

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM 10001

BOOK 507 PAGE 6

Identifying File No. 265515

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated November 18, 1986, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name AD/VAN/TAGE

Address 7453 Candlewood Road, Hanover, Maryland

2. SECURED PARTY

Name HOME FEDERAL SAVINGS AND LOAN ASSOCIATION

Address 625 Broadway, Suite 235, San Diego, CA 92185-0033

Attn: Manny Santaromana
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) NONE

4. This financing statement covers the following types (or items) of property: (list)

See attached Exhibit "A" and made an integral part hereof.

Name and address of Assignee

1987 JAN - 6 PM 12:08
HELEN SCHAFER
CLERK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

AD/VAN/TAGE

By: [Signature]
(Signature of Debtor)

Charles C. Tillinghast, III
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HOME FEDERAL SAVINGS AND LOAN ASSOC.

By: [Signature]
(Signature of Secured Party)

Scotfield Hage, Vice President
Type or Print Above Signature on Above Line

DEBTOR: AD/VAN/TAGE

SECURED PARTY: HOME FEDERAL SAVINGS AND LOAN ASSOCIATION

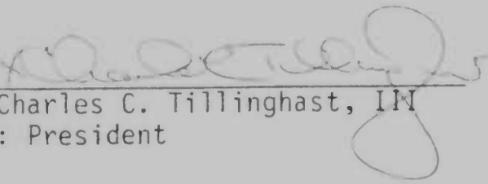
UCC-1 Financing Statement

EXHIBIT "A"

"All present and future accounts, deposit accounts, accounts receivable, lease receivables, chattel paper, security agreements and debts secured thereby, documents, notes, drafts, instruments, general intangibles including, without limitation, tax refunds and returned goods. All present and hereafter acquired inventory wherever located, including but not limited to raw materials, work in process and finished goods. All present and hereafter acquired equipment wherever located, including but not limited to machinery and machine tools with motors, controls, attachments, parts, tools and accessories incidental thereto. All present and hereafter acquired, and wherever located, furniture, furnishings, fixtures and motor vehicles. All present and hereafter acquired, and wherever located, tools, dies, drawings, blueprints, catalogs and computer programs. All proceeds and products of the foregoing, including but not limited to money, deposit accounts, goods, insurance proceeds and other tangible or intangible property received upon the sale or disposition of the foregoing. All present and future patents, trade names, trademarks and goodwill. All present and future, and wherever located, books and records pertaining to the foregoing and the equipment containing said books and records. Except as to inventory held for sale, the debtor has no right to sell or otherwise dispose of any of the collateral."

AD/VAN/TAGE

BY:

  
Charles C. Tillinghast, IN

ITS: President

Collected in Home Loan Party

STATE OF MARYLAND  
FINANCING STATEMENT FORM UC01

BOOK 507 PAGE 8  
Identifying File No. 265516

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated November 18, 1986 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ADVANCED MARKETING SERVICES, INC.

Address 7453 Candlewood Road, Hanover, Maryland

2. SECURED PARTY

Name HOME FEDERAL SAVINGS AND LOAN ASSOCIATION

Address 625 Broadway, Suite 235, San Diego, CA 92185-0033

Attn: Manny Santaromana

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) NONE

4. This financing statement covers the following types (or items) of property: (list)

See attached Exhibit "A" and made an integral part hereof.

Name and address of Assignee

1987 JAN - 6 PM 12:08  
H. ERLE SCHAFER  
CLERK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ADVANCED MARKETING SERVICES, INC.

By: [Signature]  
(Signature of Debtor)

Charles C. Tillinghast, III, President  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HOME FEDERAL SAVINGS AND LOAN ASSOC.

By: [Signature]  
(Signature of Secured Party)

Scotfield Hage, Vice President  
Type or Print Above Signature on Above Line

DEBTOR: ADVANCED MARKETING SERVICES, INC.

SECURED PARTY: HOME FEDERAL SAVINGS AND LOAN ASSOCIATION

UCC-1 Financing Statement

EXHIBIT "A"

"All present and future accounts, deposit accounts, accounts receivable, lease receivables, chattel paper, security agreements and debts secured thereby, documents, notes, drafts, instruments, general intangibles including, without limitation, tax refunds and returned goods. All present and hereafter acquired inventory wherever located, including but not limited to raw materials, work in process and finished goods. All present and hereafter acquired equipment wherever located, including but not limited to machinery and machine tools with motors, controls, attachments, parts, tools and accessories incidental thereto. All present and hereafter acquired, and wherever located, furniture, furnishings, fixtures and motor vehicles. All present and hereafter acquired, and wherever located, tools, dies, drawings, blueprints, catalogs and computer programs. All proceeds and products of the foregoing, including but not limited to money, deposit accounts, goods, insurance proceeds and other tangible or intangible property received upon the sale or disposition of the foregoing. All present and future patents, trade names, trademarks and goodwill. All present and future, and wherever located, books and records pertaining to the foregoing and the equipment containing said books and records. Except as to inventory held for sale, the debtor has no right to sell or otherwise dispose of any of the collateral."

ADVANCED MARKETING SERVICES, INC.

BY:

  
Charles C. Tillinghast, III

ITS: President

FINANCING STATEMENT FORM UCC-1

Identifying File No. 265517

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXX~~ Lessee:

Name Rawlings and Rawlings Welding
Address 1806 Virginia Ave., Annapolis, MD 21401

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation
Address P.O. Box 157, Willow Grove, PA 19090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- (1) Lincoln Welder Model SP200-AB
Serial # AC-635050

Name and address of Assignee
Bank Leumi
1511 Walnut St.
Philadelphia, PA 19102

"NOT SUBJECT TO RECORDATION TAX."

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)



1987 JUN -6 PM 12:08
MERLE SCHAFFER
CLERK

(Signature of Debtor)
Donald F. Rawlings Jr. - Owner
Type or Print Above Name on Above Line
X Donald F Rawlings Jr (Signature of Debtor)

(Signature of Secured Party)
M A Sheehy Asst. Secy.

Rawlings and Rawlings Welding
Type or Print Above Signature on Above Line

Century Equipment Leasing Corporation
Type or Print Above Signature on Above Line

DFR

265518

FINANCING STATEMENT

Filing No. [ ]

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

1 DEBTOR(S) and Address(es) Tinker Machining Company, Inc. 781 Elkridge Landing Road Linthicum, MD 21093	2 SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Ed Cipro, VP T0506 Return to Secured Party
---	--

3 This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked

A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever.

B All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D All crops, livestock and supplies held, used or produced in farming operations, all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E Other \_\_\_\_\_

4 Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5 This transaction (is) ~~XXXXXX~~ exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ \_\_\_\_\_

DEBTOR

SECURED PARTY  
UNION TRUST COMPANY OF MARYLAND

Tinker Machining Company, Inc.

By \_\_\_\_\_

By V. Michelle Darwall  
*Sec/T0506*

By Edward Cipro  
*(Type Name)*

By V. Michelle Darwall

11/12/86 19 \_\_\_\_\_  
*(Date Signed by Debtor)*

INSTRUCTIONS Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any  
Md., Va., D.C., Pa

Mailed to Secured Par

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1987 JAN -6 PM 12:08

H. ERLE SCHAFFER  
CLERK



714659

11A

265519

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated 11/18/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wheet Woodworking, Inc.  
Address 1080 Mt. Airy Road, Davidsonville, MD 21035

2. SECURED PARTY

Name AEL Leasing Co., Inc.  
Address P.O. Box 13428, Reading, PA 19612-3428

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

This financing statement is being recorded for notice purposes only and shall not be deemed to grant the debtor any property interest in the equipment herein described.

Woodworking Machinery

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
  - (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
  - (Proceeds of collateral are also covered)
  - (Products of collateral are also covered)
- Wheet Woodworking, Inc.

(Signature of Debtor)

Type or Print Above Name on Above Line  
Gregory T. Wheet Pres.  
(Signature of Debtor)

GREGORY T. WHEET  
Type or Print Above Signature on Above Line

AEL Leasing Co., Inc.

Dawn C. McCoy  
(Signature of Secured Party)

Dawn C. McCoy

Type or Print Above Signature on Above Line

1987 JAN -6 PM 12:08  
H. W. SCHAFFER  
CLERK

11/50

Mailed to Secured Party

STATE OF MARYLAND

BOOK 507 PAGE 13

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 222635

RECORDED IN LIBER 397 FOLIO 380 ON Jan. 22, 1979 (DATE)

1. DEBTOR

Name HAPPY TRAVELERS, INC  
Address 5244 Maryland Road 3 Millersville, MD 21108

2. SECURED PARTY

Name Borg-Warner Acceptance Corp.  
1655 W. Market Street  
Address P. O. Box 5394  
Akron, Ohio 44313

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

1987 JUN -6 PM 12:08  
HELENE SCHAFER  
CLERK  
CHECK  FORM OF STATEMENT

<p><input type="checkbox"/> <b>A. Continuation</b> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> <b>B. Partial Release</b> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><input type="checkbox"/> <b>C. Assignment</b> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input type="checkbox"/> <b>D. Other:</b> (Indicate whether amendment, termination, etc.)</p>

To Amend Secured Party's Address To Read as Follows:  
Borg-Warner Acceptance Corp  
5821 Park Road Suite 212  
Charlotte, N.C 28209

Hele Schaffer  
(Signature of Debtor)  
HAPPY TRAVELERS, INC  
PRINT ABOVE NAME

Dated Nov 13, 1986

Mailed to Secured Party

Blum D. [Signature] (B.M.)  
(Signature of Secured Party)  
Borg-Warner Acceptance, Corp  
Type or Print Above Name on Above Line

1150

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 230862

RECORDED IN LIBER 421 FOLIO 380 ON Jan. 25, 1980 (DATE)

1. DEBTOR

Name HAPPY TRAVELERS, INC.  
Address 8244 Maryland Route 3 Millersville, MD 21108

2. SECURED PARTY

Name Borg-Warner Acceptance Corp.  
1900 Sulphur Spring Road  
Address Suite 230 P. O. Box 7360  
Baltimore, Maryland 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Maturity date of obligation (if any) \_\_\_\_\_

H. ERIC SCHAFER  
CLERK

1987 JUN - 6 PM 12:08  
CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
<p><u>TO Amend Secured Party's address to read as follows:</u> <u>Borg-Warner Acceptance, Corp</u> <u>5821 Park Road Suite 212</u> <u>Charlotte, N.C. 28209</u></p>	

Hubert Schwartz  
(Signature of Debtor)

HAPPY TRAVELERS, INC  
PRINT ABOVE NAME

Dated Nov 13, 1986

Filed to Secured Party

Edward J. Kenz (D.M.)  
(Signature of Secured Party)

Borg-Warner Acceptance, Corp.  
Type or Print Above Name on Above Line

1050



Debtor or Assignor Form

Dealer Contract  
FINANCING STATEMENT

Not subject to Recordation Tax  
 Subject to Recordation Tax; Principal  
Amount is \$ \_\_\_\_\_

To Be Recorded in Land Records (For  
Fixtures only).

Name of Debtor  
Construction Management Associates Inc.

Address  
Annapolis Commercial Center  
141 Gibraltar Street  
Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: 14700 Main Street  
Upper Marlboro, Maryland 20772

Attach separate  
list if necessary

1. This Financing Statement covers the following types (or items) of  
property (the collateral):

1- 1986 New Case Model 480E Tractor Loader/ Hoe  
Serial # 17001533

2. The collateral property is affixed or to be affixed to or is or is to be crops  
on the following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee,  
if any, at the address stated.

Debtor (or Assignor)

*Charles P. Gony*

Construction Management Associates Inc.

Secured Party (or Assignee)

THE FIRST NATIONAL BANK OF  
MARYLAND

BY

*Wayne Webb*

FNB 0860

Type or print names under signatures

150

CR  
CLERK

Mailed to Secured Party

1987 JAN -6 PM 12:08

H. ERLE SCHAFER  
CLERK

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and addresses:  
Rutledge, William N. and  
Helen L.  
1319 West 10th St.  
Wilmington, DE 19806

2. Secured Party(ies) and addresses:  
Society For Savings  
1290 Silas Deane Hwy  
Wethersfield, Ct 06109

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 492-427  
Filed with Anne Arundel Date Filed 12-13-85 1985

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)

Society For Savings

By: [Signature]  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

11. Filing Office 10-30

(B2)

1987 JAN -6 PM 12:08

H. ERLE SCHAFFER  
CLERK



FINANCING STATEMENT FORM UC 7-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated 11/7/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Robert C. Boyer & Julie A. Boyer

Address 450 Cranes Roost Court • Annapolis, Md. 21401

2. SECURED PARTY

Name First Commercial Corporation

Address 303 Second Street, Annapolis, Md. 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (List)

1983 Landfall 38 Hull Serial # ZCC38230M831, C & C

1983 YANMAR 3QM, SINGLE HP 30 ENGINE # 01553

SKept at : Serna Park, MD

ASSIGNEE:  
Society For Saving  
1290 Silas Deane HWY  
Wethersfield, CT 06109

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert C. Boyer  
(Signature of Debtor)

Robert C. Boyer  
Type or Print Above Name on Above Line

Julie A. Boyer  
(Signature of Debtor)

Julie A. Boyer  
Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

First Commercial Corporation  
Type or Print Above Signature on Above Line

1987 JAN -6 PM12:08  
N. B. SCHAFER  
CLERK



D. S. O Mailed to Secured Party

Anne Annapolis

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 265482

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don't tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name Gunther's Leasing Transport, Inc.  
Address 8350 Capel Drive Pasadena, MD 21122

2. SECURED PARTY

Name Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales  
Address 8540 Pulaski Highway Baltimore, MD 21234  
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gunther's Leasing Transport, Inc.

Mark Gunther Pres.  
(Signature of Debtor)

Mark Gunther Pres.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Chesapeake Ford Truck Sales, Inc. T/A  
Chesapeake Truck Sales

Richard H. Schab Sect /Tres  
(Signature of Secured Party)

Richard H. Schab Sect /Tres

Type or Print Above Signature on Above Line

1987 JAN - 6 PM 12:09  
H. ERIC SCHAFER  
CLERK

1352

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated November 17, 1986

between Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales as Seller/Lessor/Mortgagee and Gunther's Leasing Transport, Inc. 8350 Capel Drive Pasadena, MD 21122 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmaturred installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is 299,874.84

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 17th day of November 19 86

Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales (SEAL)

By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

Chesapeake Ford Truck Sales, **CONDITIONAL SALE CONTRACT NOTE** BOOK 507 PAGE 22

TO: Inc. T/A Chesapeake Truck Sales ("Seller") FROM: Gunther's Leasing Transport, Inc. ("Buyer")  
 8540 Pulaski Highway Baltimore, MD 21234 8350 Capel Drive Pasadena, MD 21122

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):  
 Five (5) 1987 Freightliner Model  
 FLT8642T Tractors, S/N's  
 1FUAYKYB4HH296385, 1FUAYKYB6HH296386,  
 1FUAYKYB8HH296387, 1FUAYKYBXHH296388,  
 1FUAYKYB1HH296389  
 \*See Schedule "A" attached hereto and made a part hereof for payment schedule.

(1) TIME SALES PRICE ..... \$ 299,874.84  
 (2) Less DOWN PAYMENT IN CASH ..... \$ -0-  
 (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-  
 (4) CONTRACT PRICE (Time Balance) ..... \$ 299,874.84  
 The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 8350 Capel Drive  
Pasadena, MD 21122

Record Owner of Real Estate: \_\_\_\_\_

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Two hundred ninety nine thousand eight hundred seventy four and 84/100 \*\*\*\*\* Dollars (\$ 299,874.84 )

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 17th day of December, 19 86, and continuing on the same date each month thereafter until paid, the first \* installments each being in the amount of \$ \* and the final installment being in the amount of \$ \*

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE  
**BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.**

Date: November 17, 19 86  
 Chesapeake Ford Truck Sales, Inc.  
 Accepted T/A Chesapeake Truck Sales (SEAL) Gunther's Leasing Transport, Inc. (SEAL)  
 By: [Signature] By: [Signature]  
 Co-Buyer-Maker: \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (Witness as to Buyer's and Co-Maker's Signature) \_\_\_\_\_ (Print Name of Co-Buyer-Maker Here)  
 \_\_\_\_\_ (Witness as to Buyer's and Co-Maker's Signature) By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

1

ORIGINAL FOR CREDIT

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law, (1) recover the Balance, (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof, intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTORS ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF, PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

(Guarantor-Endorser)	(L.S.)	(Guarantor-Endorser)	(L.S.)
(Guarantor-Endorser)	(L.S.)	(Guarantor-Endorser)	(L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of claim hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer or any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto, that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract, and that no part thereof was loaned directly or indirectly by Seller to Buyer, Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____	(SEAL)	} Signature of Seller
	(Corporate, Partnership or Trade Name or Individual Signature)	
By: _____		

Mailed to Secured Party

BOOK 207 PAGE 23

265525

FINANCING STATEMENT (UCC-1)

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$ 25,000.00

1. Name of Debtor(s) (or Assignor): R. & M. Optical, Inc.  
 Address: 1933 West Street  
 Annapolis, MD 21401

2. Name of Secured Party (or Assignee): THE BANK OF BALTIMORE  
 Address: Attention: Commercial Loan Department  
 P.O. Box 896  
 Baltimore, MD 21203

3. This Financing Statement covers the following types (or items) of property:

See attached "Schedule A" made a part hereof by reference.

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is crops—describe real estate. Execute additional Financing Statements to file in each county involved.)  
 The above-described crops are growing or to be grown on:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
 The above-described goods are affixed or to be affixed to:

(If proceeds of collateral are claimed). Proceeds of the collateral are also covered.

(If products of collateral are claimed). Products of the collateral are also covered.

Debtor(s):  
 R. & M. Optical, Inc.  
*Manfred Sklar, President*  
 Manfred Sklar, President

Secured Party:  
 THE BANK OF BALTIMORE  
 By: *Wm. S. Ellerman*  
 Wm. S. Ellerman, A.V.P.  
 Type Name and Title

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to The Bank of Baltimore at address shown in 2. above)

1987 JAN -6 PM 12:09  
 CLERK  
 HERLE SCHAFER  
 CLERK

11-175-50

All of the Obligor's inventory both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

All of the Obligor's contract rights, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

All of the Obligor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

All of the Obligor's general intangibles, (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

All of the Obligor's chattel paper both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, the Obligor assigns and grants to the Bank a security interest in all property and goods both now owned and hereafter acquired by the Obligor which are sold, leased, secured, are the subject of, or otherwise covered by, the obligor's chattel paper, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

All of the Obligor's equipment, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 265526

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR /X/ NOT SUBJECT TO RECORDATION TAX.

Name Rhode River Marina, Inc.

Address 3932 Germantown Road, Edgewater, MD 21037

2. SECURED PARTY

Name Mercury Marine Acceptance Corporation

Address 116 Washington Avenue, P.O. Box 348

North Haven, Ct. 06470-0348

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Maturity date of obligation (if any) \_\_\_\_\_

3. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

All of the following types of goods held for sale or lease by debtor, consisting of, but not limited to, marine engines, including parts, accessories and the like bearing the brand names Mercury, MerCruiser and Quicksilver, acquired by debtor from Mercury Marine, and for which Secured Party has made an advance on b.h lf of dealer to manufacturer.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Mailed to Secured Party

SIGN HERE

Brian A. Conner  
(Signature of Debtor)

Brian A. Conner  
Type or Print Above Name on Above Line

Brian A. Conner  
(Signature of Debtor)

Brian A. Conner  
Type or Print Above Signature on Above Line

Virginia Rivera  
(Signature of Secured Party)

Virginia Rivera  
Type or Print Above Signature on Above Line

1987 JAN -6 PM 12:09  
HERLE SCHAFER  
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. 285527

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ 33,251.00

If this statement is to be recorded in land records check here.

This financing statement Dated 9/24/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. tax payed \$109.73

1. DEBTOR

Name S + S DRYWALL INC. Address 3400 MOUNTAIN ROAD, SUITE C PASADENA MD. 21122

2. SECURED PARTY

Name ALLIED ROOFERS SUPPLY CORPORATION Address 9450 GERWIG LANE COLUMBIA MD. 21045

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

This financing statement covers the following types (or items) of property: (list)

Total Collateral \$1,047,000.00 ALL CASH AND EQUIVALENTS IN ANY BANK OR OFFICE, STOCKS, (INCLUDING TREASURY STOCKS) BONDS, INSURANCE PROCEEDS, (INCLUDING INSURANCE PROCEEDS AND LIFE INSURANCE), PRESENT AND FUTURE ACCOUNTS RECEIVABLE, TAXABLE Collateral \$92,837.00 CHATTEL PAPER, CONTRACT RIGHTS, DOCUMENTS OF TITLE, MACHINERY, EQUIPMENT, OFFICE EQUIPMENT, INVENTORY, VEHICLES, GENERAL INTANGIBLES, TANGIBLES OF ALL KIND, ALL BOOKS AND RECORDS, ALL OF THE ABOVE, WHETHER NOW IN EXISTANCE OR CREATED OR ACQUIRED IN THE FUTURE, AND THE PROCEEDS, Amount Secured \$375,000.00 PRODUCTS OR REPLACEMENTS OF ANY OF THE ABOVE, WHEREVER LOCATED, AT ALL TIMES

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered) (Products of collateral are also covered)

Tax payed at State Dept. of Assessments + Taxation.

(Signature of Debtor)

Worris W. Samuel, Pres (Type or Print Above Name on Above Line)

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gene V. Wilson - Regional Credit Mgr. (Signature of Secured Party)

Gene V. Wilson - REGIONAL

Type or Print Above Signature on Above Line

1987 JAN -6 PM 12:09 H. ERLE SCHAFER CLERK

Date 9/24/86

BLANKET SECURITY AGREEMENT

Between S+S DRYWALL, INC.

Located at 3400 MOUNTAIN ROAD, SUITE C  
PASADENA, MD. 21122

Herein called S+S DRYWALL and Allied Roofers Supply Corporation.

To secure payment and performance of all obligations, whether now in existence or incurred in the future, of S+S DRYWALL to Allied, S+S DRYWALL

grants to Allied a security interest in the following collateral; all cash and equivalents in any bank or office, stocks, (including treasury stock) bonds, insurance proceeds (including life insurance), present and future accounts receivables, chattel paper, contract rights, documents of title, machinery, equipment, office equipment, inventory, vehicles, general intangibles, tangibles of all kind, all books and records, all of the above, whether now in existence or created or acquired in the future, and the proceeds, products or replacements of any of the above, wherever located, at all times.

S+S DRYWALL further agrees to and authorizes the filing by Allied of Finance Statements in the appropriate public offices.

Witness Gene Vernon Wilson  
Regional Credit Mgr.  
Witness Allied Roofers Supply Corp.

By [Signature]  
For S+S Drywall, Inc.  
By \_\_\_\_\_  
For \_\_\_\_\_

Recording Tap in the amount of \$109.73 was payed at the Dept. of Assessments & Taxation.

\* [Signature]

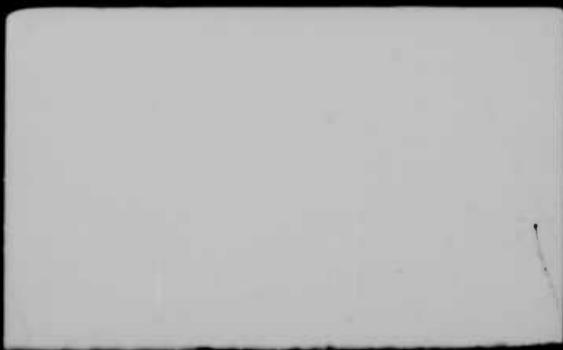
Mailed to Secured Party

		<b>Maryland Financing Statement</b> <small>All information must be typewritten or printed in ink.</small>	File No. <b>265528</b>
(Not to Be) <del>(XXX)</del> Recorded in the Land Records.* <small>strike in applicable words</small>			
Debtor(s) Name(s) and Address(es) Dennis Lee Vanpelt 4820 Atwell Road Shady Side, Maryland 20764		Secured Party Name and Address J. L. Gomer Equipment Co., Inc. 10705 Hull Street Road Midlothian, Virginia 23113	
Assignee of Secured Party <del>XXXXXXXXXXXX</del> The CIT Group/ Equipment Financing, Inc. Box K-85 Richmond, Virginia 23228		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> One (1) Caterpillar Model 977 Crawler Loader, S/N 11K4772 One (1) Caterpillar Model 977 Crawler Loader, S/N 11K5268 with 4-in-1 Bucket			
Proceeds of collateral are also covered.			
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)			
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____			
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.			
Dennis Lee Vanpelt Debtor(s) _____		J. L. Gomer Equipment Co., Inc. Secured Party _____	
By <u>Dennis L. Vanpelt</u> Title <u>Individual</u> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>		By <u>Joseph L. Gomer</u> <small>Type or print name of person signing</small>	
<u>Dennis Lee Vanpelt</u> <small>Type or print name(s) of person(s) signing</small>		<u>Joseph L. Gomer</u> <small>Type or print name of person signing</small>	

1987 JAN -6 PM 12:09

H. ERLE SCHAFER  
CLERK

Mailed to Secured Party



FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Hoppa, Peter J. or Hoppa Margaret Ann  
(Name or Names—Last Name First)  
1185 Claire Drive Crownsville, Maryland 21032  
(Address)

2. SECURED PARTY: THE BANK OF GLEN BURNIE  
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following type(s) of property:

1980 580 C Case Backhoe  
Serial #9011471

1987 JAN -6 PM 12:09  
HELENE SCHAFER  
CLERK

- 4. Proceeds of collateral are covered hereunder: YES  NO
  - 5. Products of collateral are covered hereunder: YES  NO
  - 6. This transaction (is) (~~is~~) exempt from the Recordation Tax.
  - 7. The principal amount of the debt initially incurred is: \$ 16,461.83  
Sixteen thousand four hundred sixty-one and -----83/100.
  - 8. Filed with: Clerk of the Circuit Court for Anne Arundel County
  - 9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061
- Dated this 31st day of October, 19 86

DEBTOR: \_\_\_\_\_ SECURED PARTY: \_\_\_\_\_

By: Peter J. Hoppa (Title) \_\_\_\_\_ THE BANK OF GLEN BURNIE

By: Earl G. Walter (Title) \_\_\_\_\_  
Executive Vice President

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	

1250

Mailed to Secured Party

FINANCING STATEMENT FORM 922-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 6-16-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Landtech Associates, Inc.
Address (1410 Crain Hwy, N.W., Suite 7B) PO Box 443 Glenburnie, MD 21061

2. SECURED PARTY CIT FINANCIAL SERVICES CORPORATION

Name CIT FINANCIAL SERVICES CORPORATION
Address 2601 Flowers Road, S. Ste. 100 Atlanta, GA 30341

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 6-16-88

4. This financing statement covers the following types (or items) of property: (list)

1 - 201 Linex Scriber, SN 0101

Name and address of Assignee: NONE

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)
XX (Products of collateral are also covered)

Signature of Debtor: William A. Placek

William A. Placek
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Signature of Secured Party: W.D. Graham
CIT FINANCIAL SERVICES CORPORATION
By W. D. Graham
Type or Print Above Signature on Above Line

Handwritten number 1150

Vertical stamp: 1987 JAN -6 PM 12:09 FILE SCHAFER CLERK

## FINANCING (CHATTEL) RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

Not subject to Recordation Tax

265531

FINANCING STATEMENT

- |                                      |   |
|--------------------------------------|---|
| 1. Debtor:                           | Address:  |
| MEATS & MORE, INC.                   | 306 Magothy Beach Road<br>Pasadena, Maryland 21122                                    |
| 2. Secured Party:                    | Address:  |
| FIRST AMERICAN BANK OF<br>MARYLAND   | 8401 Colesville Road<br>Silver Spring, Maryland 20910<br>Attn: Real Estate Department |
| 3. Trustees:                         | Address:  |
| WILLIAM E. THOMPSON<br>MARY C. SWAIN | 8401 Colesville Road<br>Silver Spring, Maryland 20910<br>Attn: Real Estate Department |
| 4. THIS FINANCING STATEMENT COVERS:  |   |

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 7 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all rents, income, receipts, revenues, issues and profits now due or which

1987 JAN -6 PM 12:44

H. SCHAFER  
CLERK

25

BOOK 507 PAGE 33

may become due or to which the Debtor may now or shall hereafter become entitled or may demand or claim, arising or issuing from or out of any leases of any portion of the Premises or from or out of the Premises or any part thereof;

(c) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all awards and other compensation heretofore or hereafter to be made to the Debtors in any taking by eminent domain, or by deed in lieu thereof, either permanent or temporary, of all or any portion of the Premises or any easement or any appurtenance thereto, including severance and consequential damages and change in grade of any street; and

(d) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all insurance policies pertaining to the Premises and all proceeds thereof.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the Premises for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the Premises.

5. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits of even date given by the Debtor to the Trustees named above, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure the indebtedness owed by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

DEBTOR:

MEATS & MORE, INC.

By: *William J. Swain* (SEAL)

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910  
Attention: Mary C. Swain

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lots Nos. 606, 607, 608, 609, 610, 611, 612, 613, 614, and 615, as shown on the Plat of Magothy Beach, which Plat is recorded among the Plat Records of Anne Arundel County, in Plat Book 9, folio 43.

Mailed to Secured Party

Not to be recorded in  
Land Records

Subject to Recordation Tax:  
Principal Amount is \$1,600,000.00

265532

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

Date: December 30, 1986

FINANCING STATEMENT

1. Debtor: Address:  
 CASE EDWARDS LAND ASSOCIATES I LIMITED PARTNERSHIP  
 Annapolis City Marina  
 410 Severn Avenue  
 Suite A301  
 P.O. Box 4639  
 Annapolis, MD 21403
  
2. Secured Party: Address:  
 CITIZENS BANK AND TRUST COMPANY OF MARYLAND  
 6200 Baltimore Boulevard  
 Riverdale, MD 20737
  
3. This Financing Statement covers:
  - (a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and
  - (b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and
  - (c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and
  - (d) all contract rights of and from the herein described property or any part thereof.
  
4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to Gordon T. Wells and Daniel J. Gillespie, Trustees, and recorded or intended to be recorded among the Land

RECORDED  
 1987 JAN -6 PM 12:44

1987 JAN -6 PM 12:44

H. ERLE SCHAFER  
 CLERK

19

Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Citizens Bank and Trust Company of Maryland, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.

- 5. Proceeds of collateral are covered hereunder.
- 6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

SECURED PARTY:

CASE EDWARDS LAND ASSOCIATES I LIMITED PARTNERSHIP

CITIZENS BANK AND TRUST COMPANY OF MARYLAND

By: Case/Edwards Associates  
CASE/EDWARDS ASSOCIATES  
General Partner

By: John W. Heinicke  
President  
Past Treasurer

CASE/EDWARDS ASSOCIATES

By: John W. Seals  
GENERAL PARTNER

SCHEDULE A

FIRST: All that tract of land lying and being and situate in Anne Arundel County, Maryland, being a part of the estate known as "Cove of Cork", or "Waterloo", formerly a portion of the estate of the late George Wells, the lots hereby conveyed being known as Lots Nos. Five (5) and Six (6) on the plat of the subdivision of said "Waterloo" estate, duly recorded among the Plat Records of Anne Arundel County in Cabinet 2 Rod B-9 Plat 82, said Lot No. 5 containing thirteen and seventy-five one-hundredths (13.75) acres, fronting six hundred and fifty (650) feet on the public road leading to Best Gate on the W.B.&A. Railroad, adjoining the property of Frank Skubal, and Lot No. 6 containing four (4) acres and fronting one hundred ninety-three and six-tenths (193.6) feet on said public road and having a depth of nine hundred (900) feet. Saving and excepting therefrom all that one acre tract of land which was conveyed to Robert Moss by deed dated August 6, 1924 and recorded among the Land Records of Anne Arundel County in Liber WNW No. 96, folio 129. Being the identical property which was conveyed to the said James Madison Doyle by Lillie Moss, single, et al, by deed dated the 31st day of December, 1941 and recorded among the aforesaid Land Records in Liber JHH No. 251, folio 343. Also see deed from the County Corporation of Maryland, et al, to the said James Madison Doyle and wife, dated December 31, 1941 and recorded among the aforesaid Land Records in Liber JHH No. 251, folio 341.

SECOND: All that lot of ground situate in Anne Arundel County, Maryland, on the south side of the County Road leading from Weems Creek to Best Gate, with a frontage on said County Road of two hundred (200) feet, and containing three and four-tenths (3.4) acres of land, more or less, and being all of Lot No. Four (4) as shown on the plat made by J. Carson Boush, County Surveyor, March 31, 1915, and recorded among the aforesaid Land Records in Liber WNW No. 4, folio 88. Being the property which was conveyed to the said James Madison Doyle and wife by The Henry B. Myers Company, of Anne Arundel County, Maryland by deed dated the 1st day of November, 1941, and recorded among the aforesaid Land Records in Liber JHH No. 246, folio 357.

BEING the same two parcels of ground as described in a Deed dated November 27, 1976 and recorded among the Land Records of Anne Arundel County in Liber 2920 page 404, which was granted and conveyed by JAMES N. GALLOWAY to JAMES N. GALLOWAY and JAMES N. GALLOWAY III, his grandson, the said JAMES N. GALLOWAY having died November 11, 1979, thereby vesting title solely to JAMES N. GALLOWAY III, surviving joint tenant, the within named Grantor.

SUBJECT to that certain Deed of Easement dated December 29, 1986, from James N. Galloway III to the Maryland Historical Trust and recorded among the land records of Anne Arundel County, Maryland in Liber 2229, page 97.

Mailed to Secured Party

002222JS.CE

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 379

Page No. 124

Identification No. 214063

Dated November 4, 1977

1. Debtor(s) { Tuxedo International, Inc.  
Name or Names—Print or Type  
329-331 Main Street, Laurel, Princes George County, Md. 20810  
Address—Street No., City - County State Zip Code

2. Secured Party { SMALL BUSINESS ADMINISTRATION  
(an Agency of the United States Government)  
Name or Names—Print or Type  
10 North Calvert St., 3rd Floor, Baltimore, MD 21202  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) N/A

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

1987 JUN -6 PM 2:12  
M. ERLE SCHAFER  
CLERK

Consisting of the following assets belonging to "Brenda's Bridals":

- |                        |                                |                                |
|------------------------|--------------------------------|--------------------------------|
| 1 Stereo               | 800 White Dress Hangers        | 3 Chrome Display Rack          |
| 1 Calculator           | Storage Racks & Shelves        | 400 Ft. Wall Racks             |
| 1 Plastic Bags (Roll)  | 3 Tables                       | 400 Ft. Corner to Corner Racks |
| 1 Rolling Rack         | 600 Sq. Ft. Blue Carpet        | 1 Headpiece Display Case       |
| 1 Iron & Ironing Board | 1 Chandalier                   | 1 Hdpc. Display Tree           |
| 4 Typewriters          | 6 Mirrors on Stage             | 1 Dbl. Display Storage Case    |
| 2 Sewing Machines      | 3 Dressing Room Racks & Chairs |                                |
| 1 Desk                 | 4 Blue Upholstered Chairs      |                                |
| 1 Check Out Counter    |                                |                                |

Dated: 12/4/86

U.S. Small Business Administration  
Name of Secured Party

Signature of Secured Party

Paul Hecht, Chief, PMD  
Type or Print (Include Title if Company)

Mailed to Secured Party

~~SECRET~~

2

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  
Tuxedo International, Inc.  
314 Marshall Ave.  
Laurel, Md. 20707

2. Secured Party(ies) and address(es)  
Equitable Bank, N. A.  
100 S. Charles St.  
Baltimore, MD

3. Maturity date (if any):  
For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. Liber 433, Page 505  
Filed with Circuit Court AA County Date Filed February 2 1981

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above to the property described in Item 10 have
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

Release of the following specific assets as listed in the attached Schedule A.

H. ERLE SCHAFER  
CLERK

1981 FEB -6 PM 2:12

FILED IN RECORDS  
AA COUNTY

Bd

No. of additional Sheets presented:

Equitable Bank, N. A.

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: L. M. Richardson, A. V. P.  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

10  
2

Book 507 Page 39A  
SCHEDULE A

The following assets are being released :

<u>Quantity</u>	<u>Item</u>
1	Stereo
1	Calculator
800	White Dress Hangers
1	Plastic Bags
1	Folding Rack
1	Iron and Ironing Board
4	Typewriters
2	Sewing Machines
1	Storage Racks and Shelves
1	Desk
3	Tables
600 sq. ft.	Blue Carpet
1	Chandelier
6	Mirrors on Stage
3	Dressing Room Racks and Chairs
1	Sewing Machine
4	Blue Upholstered Chairs
3	Chrome Display Racks
400 ft	Wall Racks
400	Cornius to Cover Racks
1	Hdpc. Display Case
1	Hdpc Display Tree
1	Double Display and Storage Case
1	Check Out Counter

JRR032/vv  
12/08/86

BOOK 507 PAGE 40

FINANCING  
RECORDS

265532

FINANCING STATEMENT

1. Name of Debtor: CPOC LIMITED PARTNERSHIP  
Address: c/o Helmsman Ross Ridge, Inc.  
P.O. Box 5992  
Baltimore, Maryland 21208  
Attn: Michael B. Glick
  
2. Name of Secured Party: MARYLAND NATIONAL BANK  
Address: 10 Light Street  
Baltimore, Maryland 21202  
Attn: Real Estate Department  
Construction Finance Section
  
3. This Financing Statement covers the following types (or items) of property:
  - (a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated December 30, 1986 from Debtor to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.
  
  - (b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.
  
  - (c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.
  
4. Proceeds and products of all collateral are covered.
  
5. Recordation tax on the principal sum of \$1,520,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust.

1987 JUN -6 PM 2:50  
HEITZEL SCHAEFER  
CLERK

1400  
50



Debtor:

CPOC LIMITED PARTNERSHIP  
By: Helmsman Ross Ridge, Inc.  
General Partner

By: *Michael B. Glick*  
Michael B. Glick  
President

Secured Party:

MARYLAND NATIONAL BANK

By: *William D. Sherman*  
William D. Sherman  
Assistant Vice President

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: John R. Rutledge, Esquire

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY
2. IN THE FINANCING STATEMENT RECORDS OF BALTIMORE COUNTY
3. WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at point #117, as shown on the Plat of "College Parkway Place", Revised, Phase I", recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 79, page 36, Plat No. 4161, said point being located on the Easternmost outline of the aforementioned Plat, running thence with and binding on said outline, and referring the courses of this description to the Maryland State Grid Meridian,

(1) South 04 degrees 39 minutes 29 seconds East 214.36 feet to the North right of way line of College Parkway, thence running with and binding on said right of way line the following five (5) courses and distances,

(2) South 89 degrees 28 minutes 12 seconds West 299.75 feet, thence

(3) North 73 degrees 49 minutes 51 seconds West 52.20 feet, thence

(4) North 67 degrees 44 minutes 51 seconds West 54.23 feet, thence

(5) North 88 degrees 55 minutes 46 seconds West 149.48 feet, thence

(6) South 87 degrees 22 minutes 03 seconds West 43.22 feet to the East right of way line of Bellerive Drive as shown on the aforementioned Plat, thence leaving College Parkway and running with and binding on said right of way line, the following two (2) courses and distances,

(7) North 00 degrees 09 minutes 30 seconds East 45.25 feet, thence

(8) Along a curve to the right 134.03 feet with a radius of 350.00 feet, and being subtended by a chord of North 11 degrees 07 minutes 40 seconds East 133.21 feet to the front common corner between Lot 2 and the 0.644 acre Recreation Area, thence leaving the East right of way line of Bellerive Drive and running with and binding on the division line between Lot 2, the Recreation Area, and Lot 1.

(9) North 89 degrees 28 minutes 12 seconds East 549.42 feet to the place of beginning.

CONTAINING 2.639 acres of land, more or less.

BEING all that parcel of land identified as Lot 2 on the Plat entitled "College Parkway Place, Revised Phase I", which Plat was recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 79, page 36, as Plat No. 4161.

TOGETHER with the use and benefit of an easement for the discharge of storm water as more particularly described in the Storm Drain Easement and Right of Discharge Agreement dated October 30, 1986 by and between Arnold Limited Partnership and CPOC Limited Partnership, and recorded among the Land Records of Anne Arundel County, Maryland at Liber 4184, folio 684.

Mailed to Secured Party

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_  
 If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MacMillian Bloedel Containers  
 Address 8140 Telegraph Road, Odenton, MD, 21113

2. SECURED PARTY

Name Master Lease Corp  
 Address One Presidential Blvd  
 Bala Cynwyd, PA 19004

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Copier as more fully defined in lease 18861401 (T1317) dated 8/21/86. This is for a lease and is filed for informational purposes only.

1987 JAN -6 PM 4:09  
 H. ERLE SCHIAFER  
 CLERK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

T.A. Hartmen/V.P. Finance BY \_\_\_\_\_ AS ATTORNEY IN FACT

MacMillian Bloedel Containers  
 T.A. Hartmen/V.P. Finance  
 Type or Print Above Name on Above Line

(Signature of Debtor)

\_\_\_\_\_  
 Type or Print Above Signature on Above Line

Mailed to Secured Party

Peg Keeney  
 (Signature of Secured Party)  
 Peg Keeney/Credit Manager

\_\_\_\_\_  
 Type or Print Above Signature on Above Line

11/40.

265536

BOOK 507 PAGE 44

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Hacks, Inc. d/b/a Rickey's TV 19 Parole Plaza Annapolis, Md. 21401	2. Secured Party(ies) and address(es) US JVC CORP. River Drive Center II Elmwood Park, N. J. 07407	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property:  <b>All inventory of goods and merchandise and equipment now held or hereafter acquired by Debtor bearing the trademark(s) US JVC CORP. either singly or in combination with any other word or words, together with all additions or accessions thereto, and all accounts, contract rights, documents, instruments, general intangibles and chattel paper or Debtor now existing or hereafter arising out of or with respect to such inventory and all proceeds of all the foregoing.</b>		5. Assignee(s) of Secured Party and Address(es)
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		Filed with:

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented: \_\_\_\_\_

HACKS, INC. d/b/a RICKEY'S TV  
 By: [Signature]  
 Signature(s) of Debtor(s)

US JVC CORP.  
 By: [Signature]  
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.



1987 JAN - 6 PM 4:09

FILED SCHAFER

Mailed to Secured Party

U.S. 3936

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 11-11-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, Maryland 21202
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated November 6, 1986, Schedule # 01, dated 11-6-86 between Assignor as Lessor and LEASE ACCOUNT #BS5009A as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated November 11, 1986 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK [X] THE LINES WHICH APPLY

5. [ ] (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

[ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[X] (Proceeds of collateral are also covered)

[ ] (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)
Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

(Signature of Secured Party)
J. David Kommalan., Sr. V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County

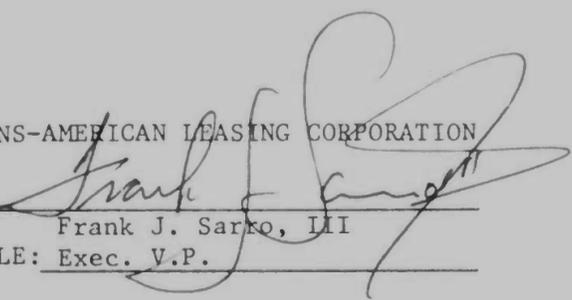
1987 JAN -6 PM 4:10
H. ERLE SCHAFER
CLERK

2404
BS/H.L.

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Reception Desk - Cascade 60"
1	Stool Desk
1	L. Shaped Reception Desk
12	Special Styling Stations w/2 Drawer & 1 Curling Iron
12	#2100 Hydraulic Chairs
12	Mirrors for Stations 30 X 40 polished edges
4	Shampoo Bulkheads
4	Scoop Shampoo Chairs
4	Shampoo Bowls #3800
2	#2100 Dryer & Chair

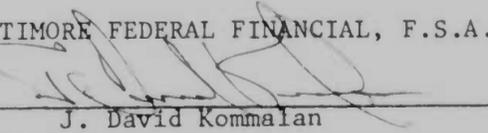
TRANS-AMERICAN LEASING CORPORATION

BY: 

Frank J. Sarco, III

TITLE: Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: 

J. David Kommalan

TITLE: Sr. V.P.

Mailed to Secured Party

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 507 PAGE 47  
Identifying File No. 265295

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name STORAGE TECHNOLOGY CORPORATION  
Address 2270 SOUTH 88TH STREET, MAIL DROP A-H, LOUISVILLE, CO 80027

2. SECURED PARTY

Name PHOENIX LEASING INCORPORATED  
Address POB 2008, SAN RAFAEL, CA 94912-2008

SEND UCC TO: MCCORD COMPANY, 1915 "I" STREET, SACRAMENTO, CA 95814  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED EXHIBIT A WITH ATTACHED SCHEDULE #1  
ANNE ARUNDEL COUNTY

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

(Signature of Debtor)

STORAGE TECHNOLOGY CORPORATION  
Type or Print Above Name on Above Line

*[Signature]*  
(Signature of Debtor)

Type or Print Above Signature on Above Line

*[Signature]*  
(Signature of Secured Party)

PHOENIX LEASING INCORPORATED  
Type or Print Above Signature on Above Line

CLERK  
1987 JAN -6 PM 4:11  
H. ERLE SCHAFER  
CLERK

17-50

EXHIBIT A

Storage Technology Corporation ("StorageTek") and Phoenix Leasing Incorporated ("Phoenix") and certain affiliates of Phoenix entered into that certain Stipulation and Agreement dated as of August 1, 1986 (the "Agreement").

Pursuant to the terms of the Agreement, Phoenix owns certain equipment/inventory and related leases/chattel paper as set forth therein.

Pursuant to the terms of the Agreement, Phoenix may in the future acquire from StorageTek certain additional equipment/inventory and/or related leases/chattel paper.

Although Phoenix owns, but has not financed, specific personal property as delineated in the Agreement, this financing statement is being filed as a precaution only. No inference is intended that such personal property and personal property rights are not fully and completely owned by Phoenix. Phoenix's ownership of such equipment/inventory and/or related leases/chattel paper is not a disguised financing transaction, and such acquisition was intended by Phoenix and StorageTek to be a true, complete and final sale.

Compliance with the requirements of the Uniform Commercial Code including §§9-102(1)(b), 9-105(d), 9-105(m) and 9-408 has been effected as a precaution only in order to give third parties notice of Phoenix's rights as legal and equitable owner. Phoenix's ownership of personal property extends to all of the personal property delineated in the Agreement, and includes all such present and future personal property, wherever located, regardless of whether such personal property could be categorized as inventory, equipment, accounts, chattel paper, general intangibles, contract rights, computer equipment, computer peripherals, terminal systems, software, communication systems, including all attachments, accessories, accessions, replacements, substitutions, additions, upgrades and improvements to any of the foregoing to the extent provided in the Agreement. Additionally, Phoenix's property rights extend to all proceeds and products of said personal property, including but not limited to insurance proceeds and any other tangible or intangible property received upon the sale, lease, rental or other disposition of any of the foregoing personal property to the extent provided in the Agreement.

If any such property is assigned, pledged or sold by StorageTek to any unrelated person or entity in a bona fide transaction, this financing statement shall not be deemed to cover such property unless such property is specifically described in the following paragraph.

As a convenience to third parties, and without limiting Phoenix's present or future ownership rights in the personal property owned pursuant to the Agreement, the following is a description of specific personal property that is owned by Phoenix pursuant to the Agreement:

TYPE	MODEL	SERIAL #
------	-------	----------

SEE ATTACHED SCHEDULE #1

Phoenix also owns the leases/chattel paper and all proceeds received upon the sale, lease or rental of the above-listed items of personal property, to the extent provided in the Agreement.

For information regarding Phoenix's ownership rights, third parties are cautioned to contact Phoenix Leasing Incorporated, 2401 Kerner Boulevard, San Rafael, California 94912, attention: Gary Martinez, Vice President, Administration; telephone (415) 485-4500.

In the event that a court of competent jurisdiction rules that the Agreement constitutes a financing transaction intended as security, StorageTek agrees that this financing statement shall constitute a grant of a security interest in favor of Phoenix in all personal property owned by Phoenix pursuant to the Agreement for the purpose of securing all obligations and covenants of StorageTek to Phoenix and its assigns.

BOOK 507 PAGE 50

29-Aug-1986  
Page 1

*Schedule #1*  
COUNTY EQUIPMENT LISTING

MARYLAND	MODEL	ANNE ARUNDEL
	2250	SERIAL #
		5104856

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 265533

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Northward Corp. d/b/a Pasadena 4A Rentals
Address 8004 Jumpers Hole Road, Pasadena, MD 21122

2. SECURED PARTY

Name Ingersoll-Rand Company
Address 200 Chestnut Ridge Road
Woodcliff Lake, N.J. 07675

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list) All present and future inventory, including new, used and received as trade-ins consisting of machinery, equipment parts and tools, sold, supplied, distributed, or manufactured by secured party bearing the secured party's name, trade name and all attachments and accessories and all proceeds of the foregoing, including, but not limited to accounts, contract rights, chattel paper, general intangibles, instruments, documents of title arising out of sales, lease or other disposition of the foregoing collateral, on which there is a balance owing to Ingersoll-Rand.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Mailed to Secured Party

(Signature of Debtor)

Northward Corp. d/b/a Pasadena 4A Rentals
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)
Ingersoll-Rand Company

Type or Print Above Signature on Above Line

1987 JAN -6 PM 4:12

H. ERIC SCHAFER
CLERK

10/21

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

16-5233

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

BOOK 507 PAGE 52265539

DEBTOR  
THOMAS BRUCE SATTERFIELD  
GRACE COLAIANNI SATTERFIELD  
 (Name)  
GERTRUDE ROSE COLAIANNI  
 (Address)  
ES0 CRAIG RD. HOLIDAY ESTATES  
JESSUP AA MD. 20794

SECURED PARTY (OR ASSIGNEE)  
 First Manufactured Housing Credit C  
 Attn: Maurice L. Strong, Jr.  
 (Name of Loan Officer)  
 P. O. Box 1596  
 (Address)  
 Baltimore, Maryland 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

1979 SCHULT 14'x70' USED #701457E16090 Mobile home - together with all appliances, equipment, accessories, parts and accessories thereon and therefore and all proceeds, replacements or additions therefore, and all substitutions, all as more fully described in the Manufactured Home Retail Installment Agreement between debtor and secured part.

H. ERLE SCHAFER  
CLERK

1987 JAN -6 PM 4:12



Mailed to Secured Party

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

- 3.  Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail Instrument to Secured Party named above or Assignee, if any, at the address stated.

13

DEBTOR (OR ASSIGNOR)  
 X Thomas Bruce Satterfield (Seal)  
THOMAS BRUCE SATTERFIELD  
 X Grace Colaianni Satterfield (Seal)  
GRACE COLAIANNI SATTERFIELD  
 (Signature)  
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)  
 X Gertrude Rose Colaianni (Seal)  
GERTRUDE ROSE COLAIANNI  
 (Seal)  
 (Print or Type Name)

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. F-21-7 U.C. 1/79

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. I.D. 249781 recorded in  
Liber 467 Folio 445 on Nov. 10, 1983 (Date).

1. DEBTOR(S):  
Name(s) James F. Heinly (Anne Arundel County)  
Address(es) c/o Wilkins Yacht Sales Inc., 326 First St., Annapolis, MD

2. SECURED PARTY:  
Name First Pennsylvania Bank N.A.  
Address 3020 Market St., 2nd Floor, Phila., Pa 19104

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.

4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

Thomas Maugeri  
Thomas Maugeri, Assist. Secy.

SECURED PARTY

First Pennsylvania Bank N.A.

By Joseph F. Windish Jr.  
Joseph F. Windish Jr., V.P.

DEBTOR(S)  
(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

(Type, Name and Title)

10.50

Mailed to Secured Party

1987 JAN -6 PM 4:12  
H. ERLE SCHAFER  
CLERK

 <b>Maryland Financing Statement</b> All information must be typewritten or printed in ink.		File No.
(Not to Be) <del>To Be</del> Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) <b>Knight's Trucking, Inc.</b> 461 Oakton Road Odenton, Anne Arundel, MD 21113	Secured Party Name and Address <b>The CIT Group/Equipment Financing, Inc.</b> 1301 York Road Lutherville, MD 21093	
<del>XXXXXXXXXXXXXXXXXXXX</del> <del>C.I.T. Corporation</del>	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> One (1) Used IH Model E2674 Tandem Truck S/N CF257HGB21895 With 14' Heil Body S/N 78109889		
<small>The name of C.I.T. Corporation has been changed to The CIT Group/Equipment Financing, Inc. All financing herein to "C.I.T. Corporation" shall be deemed amended to "The CIT Group/Equipment Financing, Inc."</small>		
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>Knight's Trucking, Inc.</u>	Secured Party <u>The CIT Group/Equipment Financing, Inc.</u>	
By <u>Terry Knight</u> (Real) Title <u>pres</u> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>	By <u>S.V. Zachary</u>	
<u>TERRY KNIGHT</u> <small>Type or print name(s) of person(s) signing</small>	<u>S V ZACHARY</u> <small>Type or print name of person signing</small>	

H. ERLE SCHAFER  
CLERK

1987 JUN - 7 AM 10:45

CR  
CLERK

Mailed to Secured Party

119

FINANCING STATEMENT FORM UCC-1

Identifying File No. 265541

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BRIAN S. BURK

Address 6406 TACARO LANE FAIRHAVEN, MARYLAND 20754

2. SECURED PARTY

Assignee of Secured Party

Name BALDWIN SERVICE CENTER INC.

KUBOTA CREDIT CORPORATION, USA

Address 41 DEFENSE HIGHWAY ANNAPOLIS, MARYLAND 21401

4444 SHACKLEFORD RD.

NORCROSS, GEORGIA 30093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

- 1 - NEW KUBOTA TRACTOR MN# L2250DT-7 SN# 52813
- 1 - NEW KUBOTA LOADER BF400G 13408 13648

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor: Brian S. Burk

BRIAN S. BURK Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Sec. CLERK

Signature of Secured Party: Baldwin Service Center Inc.

BALDWIN SERVICE CENTER INC.

Type or Print Above Signature on Above Line

1987 JAN - 7 AM 10:45 HELEN SCHAFER CLERK

11/5

BOOK 507 PAGE 50

265542

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No.....	
Date &	
Hour.....	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code. An Agreement date September 15, 1986 whereby Debtors agreed to pay Maturity date (if any) Secured Party the sum of \$30,000 in 24 consecutive equal monthly principal and interest payments of \$1,398.24 each with first payment on October 15, '86.

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Tony Mou-Hsiung Liu		969 Honeywood Place,	Baltimore,	Maryland 21221
Mike Tong-Hsiung Liu		1408B Hadwick Drive,	Baltimore,	Maryland 21221
Sam Sung-Tseng Liu		969 Honeywood Place,	Baltimore,	Maryland 21221
China Charm Corporation		113-115 Delaware Avenue,	Glen Burnie,	Maryland 21061

Name of Secured Party or assignee	No.	Street	City	State
Chi-Ming & Flavia Au		3716 Kimble Road,	Baltimore,	Maryland 21218

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All of the equipment, fixtures, chattels, belonging to the Debtors and use in connection with the restaurant business conducted by said Debtors, located in on or about the property known as No. 113-115 Delaware Avenue, Glen Burnie, Maryland 21061, including but not limited to those items set forth in Schedule "A" attached hereto as part hereof, as well as any and all additions thereto and replacements and renewals thereof whenever hereafter acquired.

\*\* This is to secure a conditional sales contract between the Buyers and the Sellers.

William Tan  
Suite 202, 5602 Baltimore National Pike  
Baltimore, Maryland 21228

RETURN TO:

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is ~~is not~~ subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

China Charm Corporation

Secured Party:

*Tony Mou-Hsiung Liu*  
Tony Mou-Hsiung Liu, President  
*Mike Tong-Hsiung Liu*  
(Type or print name under signature)  
Mike Tong-Hsiung Liu, Secretary

\_\_\_\_\_  
(Corporate, Trade or Firm Name) (Seal)  
*Chi-Ming Au*  
Signature of Secured Party or Assignee  
*Flavia Au*  
Flavia Au  
(Owner, Partner or Officer and Title)  
(Signatures must be in Ink)

*Tony Mou-Hsiung Liu*      *Mike Tong-Hsiung Liu*  
Tony Mou-Hsiung Liu      Mike Tong-Hsiung Liu  
*Sam Sung-Tseng Liu*      *Mike Tong-Hsiung Liu*  
Sam Sung-Tseng Liu

1987 JAN -7 AM 10:45  
MERLE SCHAFER  
CLERK

1450

## Fixtures and Equipment

One Chinese range with four burners  
One American range with four burners with oven  
One gas barbecue rack  
Three stainless kitchen working table  
One smoke house  
One eight holes steam table  
One two-door chef refrigerator  
One 24 feet exhaust hood with make-up air  
One fire safety system  
Two B.C. size fire extinguisher  
One kitchen sink with three compartments  
One handsink  
One walk-in refrigerator  
One meat grinder  
Two 15 inches deep fryers  
Four Chinese wor sets  
One large soup pot  
One hot water heater  
Central air conditioning and heating system  
One large colanders  
One dish washing stainless stand  
Two electric tea pots  
Six stainless kitchen food storage shelves  
One electric rice cookers  
One standing screen  
One stereosystem  
Various kitchen utensil  
Dishes and silverwares  
Four tables  
Twenty chairs  
Eleven booth sets (Chairs and tables)  
One waiter stand  
Two cash registers  
One busboy cart  
One vacuum machine

Will install two venetian blind in carryout section of the store on the front window.

BOOK 507 PAGE 58

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) SYSTEMS RESEARCH LABORATORIES INC 2800 INDIAN RIBBLE ROAD DAYTON, OH 45440	2. Secured Party(ies) and address(es) EQUILEASE CORP. 750 THIRD AVE. NEW YORK, N.Y. 10017	3. Maturity date (if any) For Filing Officer (Date, Time and Filing Office):
---	--	---

4. This statement refers to original Financing Statement bearing File No. 255426  
 Filed with CLK OF CIRCUIT COURT Date Filed 01/29 19 85

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.  
 TEXTRON CAPITAL CORPORATION  
 1410 HOSPITAL TRUST TOWER  
 PROVIDENCE, RI 02903  
 LEASE 52701327

1987 JAN -7 AM 10:45  
 HELEN SCHAFER  
 CLERK

(B2)

No. of additional Sheets presented

By \_\_\_\_\_ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)

By [Signature] Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC - 3

FILING OFFICER COPY ALPHABETICALLY (5/86)

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 265248

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 11/5/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated Oct. 1, 1986, Schedule #01, dated 10/1/86 between Assignor as Lessor and LEASE ACCOUNT # 683201 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 11/5/86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

1987 JAN -7 AM 10:46
H. ERLE SCHAFER
CLERK

(Proceeds of collateral are also covered)
(Products of collateral are also covered)
TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)
Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A

(Signature of Secured Party)

J. David Kommalan, Sr. V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County

Mailed to Secured Party

11

2391
ANSA

EQUIPMENT LIST

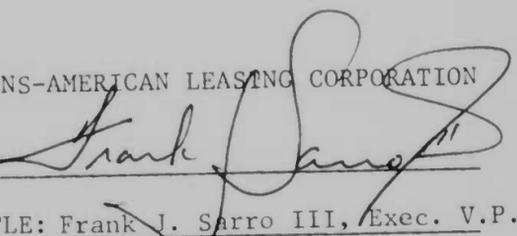
<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	System 1200 w/ Call Distr. Cabinet Assembly SN 1132
4 (four)	Trunk Cards (1 spare; SN 1095-1948)
3 (three)	Generator Card (1 spare; 502035-37)
2 (two)	CPU Board 88/25 (1 spare; SN 5796, 5655)
1 (one)	Power Panel (spare)
1 (one)	Call Distr. Installation Kit
4 (four)	Op/Con Shipping Assembly (SN 450049-52)
1 (one)	Call Distribution Manual
1 (one)	Cabinet Assembly, 4200 (SN 1048)
5 (five)	16 Channel Line Cards (1 spare; SN 448137-41)
3 (three)	Trunk Card Cables 25ft.
1 (one)	Cable #15-1025-025
1 (one)	Cable #27-1021-002
4 (four)	Line Card to TELCO Cable 50ft.
1 (one)	CRT Terminal - Visual (GRADE A) SN 1256
1 (one)	CPU Board SN 5749
1 (one)	Powered Cabinet Assy. SN 1023
1 (one)	Disc Controller SN 12264
1 (one)	Disks Drive Assy. SN 833
1 (one)	Disk Filler Panel
1 (one)	Single Floppy Disc Assy. SN 3H81408
4 (four)	CRT Terminals LSI SN's 49943,44983,44980,44987
1 (one)	Op Con Shipping Assy. (spare) SN 532060
1 (one)	Installation Kit
1 (one)	Power Panel (spare)
1 (one)	D/P Processor 86/30 SN 6110
1 (one)	512K Memory SN 15343
1 (one)	Serial Port Interface Assy. 8 Port SN5248-2107
1 (one)	2700 Manager's Kit
1 (one)	2770 System Software
1 (one)	T.I. Bulk Printer SN 1381550338
1 (one)	Modem - 1200 Baud Autodial SN 5G49410002
4 (four)	CRT Connector Kits
2 (two)	CRT Wire
1 (one)	Operator Console Wire
1 (one)	T.I. Printer Cable
1 (one)	Modem Cable Assy.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: 

TITLE: J. David Kommlan, Sr. V.P.

TRANS-AMERICAN LEASING CORPORATION

BY: 

TITLE: Frank J. Sarro III, Exec. V.P.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 265150

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation  
Address The Steffey Bldg., Ste 200B, 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.  
Address 300 E. Lombard Street  
Baltimore, Md. 21202  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain contract payments under a certain Security Agreement dated Sept. 1, 1986 between Assignor as Secured Party and CONTRACT ACCOUNT #684009- as Debtor, Assignor has granted a Security Interest in the following equipment financed by Debtor, to Assignee per a Non-Recourse Assignment of Payments dated 11/3/86 between Assignor and Assignee:

- 1 (one) ASPLUNDH Brush Bandit, S/N #679, Equipped with Cummins Diesel Engine Hour and Tach meter Forest Green

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarto, VII  
(Signature of Debtor)

Frank J. Sarto, VII, Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

J. David Kommalan, Sr.  
(Signature of Secured Party)

J. David Kommalan, Sr. V.P.  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

Mailed to Secured Party

2373  
DART TREE

11

1987 JAN - 7 AM 10:46  
H. ERLE SCHAFER  
CLERK

265504

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 11/3/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200B, 407 Grain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 East Lombard Street

Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain contract payments under a certain Security Agreement dated Feb. 19, 1986 between Assignor as Secured Party and CONTRACT ACCOUNT #689120 as Debtor, Assignor has granted a Security Interest in the following equipment financed by Debtor, to Assignee per a Non-Recourse Assignment of Payments dated 11/3/86 between Assignor and Assignee:

- 1 (one) New Komatsu Propane Powered Heavy Duty Fork lift Truck Model FG 15C-14, SN 122846, 83/130 Mast, 48" Forks 3,000# Capacity @ 24" Load Center

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

*Frank J. Sarro, III*  
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

*J. David Kommalan*  
(Signature of Secured Party)

J. David Kommalan, V.P.  
Type or Print Above Name on Above Line

Filed with Arne Arundel County.

1987 JAN -7 AM 10:46  
HELEN SCHAFER  
CLERK

Mailed to Secured Party

2372  
DULVER

FINANCING STATEMENT FORM UCC-1

Identifying File No. 265309

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 11-3-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation  
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.  
Address 300 E. Lombard Street  
Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated November 1, 1986, Schedule #N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT #BS5007 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated November 3, 1986 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]  
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.

Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

[Signature]  
(Signature of Secured Party)

J. David Kommalan, Sr. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

RECEIVED IN DEPT. OF CLERK & REGISTER  
ANNE ARUNDEL COUNTY  
1987 JAN -7 AM 10:46  
H. ERLE SCHAFER  
CLERK

Mailed to Secured Party

2371  
BS/AVA

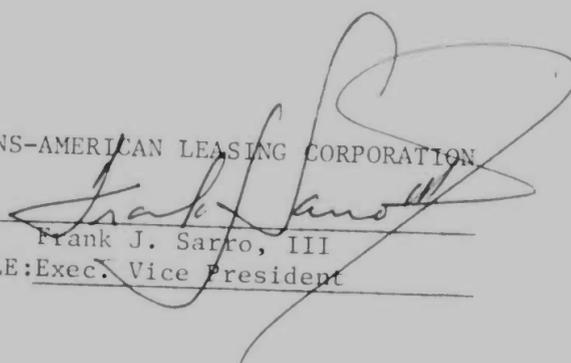
GREGORY & AVA DUCKETT, SOLE PROPRIETORS  
D/B/A AVA'S FANCY FINGERS & TOES

507-01

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Cascade Reception Desk
1	Chair w/back
1	Retail Display Unit
1	6' Reception Sofa Bench
6	#3030 Manicure Tables w/lamp
6	Manicure Stools w/back
6	#2804 Patrons Chairs
2	Pedicure Stands
1	Wolf Sunal Sun Bed 24 lamps

TRANS-AMERICAN LEASING CORPORATION

BY:   
Frank J. Sarro, III  
TITLE: Exec. Vice President

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:   
J. David Kommalan  
TITLE: Sr. Vice President

Filed with Anne Arundel County

BS/AVA'S

FINANCING STATEMENT FORM UCC-1

Identifying File No. 265254

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 11-3-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name: Trans-American Leasing Corporation
Address: The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name: Baltimore Federal Financial, F.S.A.
Address: 300 E. Lombard Street
Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated November 1, 1986, Schedule # N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BS5008 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated November 3, 1986 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)
TRANS-AMERICAN LEASING CORPORATION

Signature of Debtor: Frank J. Sarro, III. Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A

Signature of Secured Party

J. David Kommalan, Sr. V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1987 JAN -7 AM 10:46
H. ERLE SCHAFER
CLERK

2370
BS/FASH. CURLS

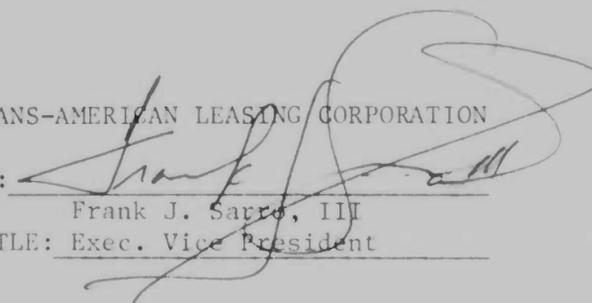
BUTLER TIM GRAY, A SOLE PROPRIETOR  
D/B/A HIGH FASHION CURLS

EDD: 507 PAGE 66

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Display Sink 36" w/stainless sink
1	Small Desk
8	Cascade Stations w/mirrors
8	Hydraulic Chairs
3	Shampoo Bulkheads
3	Shampoo Bowls
3	Shampoo Chairs, SH100, Recontioned
4	Flip Top Dryers w/brown chairs (used)

TRANS-AMERICAN LEASING CORPORATION

BY:   
Frank J. Sarro, III  
TITLE: Exec. Vice President

BALTIMORE FEDERAL FINANCIAL, F.S.A.

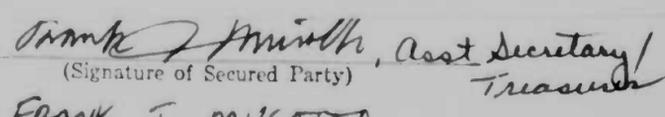
BY:   
J. David Kommalan  
TITLE: Sr. Vice Preident

Filed with Anne Arundel County

Mailed to Secured Party

BS/FASH. CURLS

Dated May 21, 1980

  
(Signature of Secured Party) *Asst Secretary / Treasurer*

FRANK J. MUSOTTO  
Type or Print Above Name on Above Line

Mailed to Secured Party

10/50

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201

Anne Arundel County

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250240

RECORDED IN BOOK 468 PAGE 569 ON 1/3/84 (DATE)

1. DEBTOR

Cearfoss Construction Corporation
Name Arundel Crane Service Corporation
4410 John Avenue, Baltimore, Maryland 21227
Address 115 Wellham Avenue, N.E., Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Development Credit Corporation of Maryland
P.O. Box 10629, Suite 211, Lafayette Building
Address 40 W. Chesapeake Avenue, Towson, MD 21204

Charles C.D. McGill, Miles & Stockbridge, 10 Light St., Balto., MD 21202
Person And Address To Whom Statement Is To Be Returned If Different From Above.

8. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Form with sections A, B, C, D for Continuation, Partial Release, Assignment, and Other. Includes TO: Equitable Bank, N.A., 100 S. Charles St., Baltimore, MD 21201 and a description of collateral.

Handwritten initials and stamp: 1987 JAN -7 AM 10:46 HERLE SCHAFER CLERK

Development Credit Corporation of Maryland

Dated May 27, 1986

Handwritten signature of Frank J. Musotto, Asst Secretary/Treasurer

FRANK J. MUSOTTO
Type or Print Above Name on Above Line

Handwritten number 1050

Mailed to Secured Party

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

FINANCING STATEMENT FORM UC 7-1

Identifying File No. 55543

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here

This financing statement Dated 10-24-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SHOMENTA, John L.
Address 2104 Spruce St., Philadelphia, PA 19103

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 200 Sheffield St.
Mountainside, NJ 07092
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)
4. This financing statement covers the following types (or items) of property: (List)

1982 48' C & C Landfall fiberglass hull #CCY48021M82D
1982 Perkins 80HP diesel engine #LD20663U676103G

ASSIGNEE:
SOCIETY FOR SAVINGS
1290 Silas Deane Highway
Wethersfield, CT 06109

Home anchorage/winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be utilized to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor

John L. Shomenta
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

FIRST COMMERCIAL CORPORATION
Type or Print Above Signature on Above Line

Mailed to Secured Party.

1987 JAN -7 AM 10:46
MERLE SCHAFER
CLERK

11/30/86
Annapolis

FINANCING STATEMENT FORM UC 71

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated 11/3/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Paul J. Bargnesi & Elizabeth Bargnesi  
Address 2325 Pollock Road Delaware, OH 43015

2. SECURED PARTY

Name First Commercial Corp.  
Address 303 Second Street Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (List)

1987 Cabo Rico 38, 41' LOA, 11' 6" Beam HULL ID# CQB381131687  
1987 Westerbeke diesel engine 46 h.p. ID# 146641C51Z

ASSIGNEE: Centrust Savings Bank  
101 East Flager Street  
Miami, FL 33102

KEPT AT: ANNAPOLIS, MD

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Paul J. Bargnesi  
(Signature of Debtor)  
Paul J. Bargnesi

Type or Print Above Name on Above Line  
Elizabeth Bargnesi  
(Signature of Debtor)  
Elizabeth Bargnesi

Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)  
First Commercial Corp.

Type or Print Above Signature on Above Line

1987 JAN -7 AM 10:46  
H. ERLE SCHAFER  
CLERK

Mailed to Secured Party

1780

MARYLAND FINANCING STATEMENT

Not Subject to Recordation Tax  
 Recordation Tax of \$ \_\_\_\_\_ on  
Principal Amount of \$ \_\_\_\_\_ is enclosed  
has been paid (strike inapplicable phrase)

For Filing Officer  
File No: \_\_\_\_\_  
Record Reference: \_\_\_\_\_  
Date & Hour of Filing: \_\_\_\_\_

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1 DEBTOR Jim's Air Tools & Equipment of Baltimore, Inc.  
(Name of Debtor)  
823 Fairview Avenue, Linthicum Heights, MD 21090  
(Address)

DEBTOR J&J Contracting, Inc.  
(Name of Debtor)  
823 Fairview Avenue, Linthicum Heights, MD. 21090  
(Address)

2 SECURED PARTY ATLANTIC INDUSTRIAL CREDIT CORPORATION  
(Name of Secured Party)  
Equitable Bank Bldg., 8767 Satyr Hill Rd., Baltimore, MD. 21234  
(Address)

3 ASSIGNEE (if any)  
of SECURED PARTY Baltimore Federal Financial, F.S.A.  
(Name of Assignee)  
P.O. Box 116, Fayette & St. Paul Sts., Baltimore, MD 21203  
(Address)

4 This Financing Statement covers the following types (or items) of property:

Sixty-eight (68) Mast Sections for Access Engineering Elevating Work Platform

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

Mailed to Secured Party

6. Proceeds of Collateral are covered hereunder: Yes  No   
Products of Collateral are also covered: Yes  No

RECEIVED BY DEBTOR  
1987 JAN -7 AM 10:46  
H. ERLE SCHAFER  
CLERK

DEBTOR(S):  
Jim's Air Tools & Equipment of Baltimore, Inc.  
By: James W. Goode, President  
James W. Goode  
(Type or print name of person signing)

SECURED PARTY:  
ATLANTIC INDUSTRIAL CREDIT CORPORATION  
By: Robert E. Polack, President  
Robert E. Polack, President  
(Type or print name of person signing)

J&J Contracting, Inc.  
By: James W. Goode, President  
James W. Goode  
(Type or print name of person signing)

Return To ATLANTIC INDUSTRIAL CREDIT CORPORATION  
Equitable Bank Bldg., 8767 Satyr Hill Rd., Baltimore, MD. 21234

265321

FINANCING (CHATTEL) RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

Not subject to Recordation Tax

FINANCING STATEMENT

- 1. Debtor: Address:  
NORTH ARUNDEL DEVELOPMENT CORPORATION Suite 901  
7310 Ritchie Highway  
Glen Burnie, Maryland 21061
- 2. Secured Party: Address:  
FIRST AMERICAN BANK OF MARYLAND 8401 Colesville Road  
Silver Spring, Maryland 20910  
Attn: Real Estate Department
- 3. Trustees: Address:  
WILLIAM E. THOMPSON 8401 Colesville Road  
MARY C. SWAIN Silver Spring, Maryland 20910  
Attn: Real Estate Department

4. THIS FINANCING STATEMENT COVERS:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 7 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all rents, income, receipts, revenues, issues and profits now due or which

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H. ERLE SCHAFER  
CLERK



may become due or to which the Debtor may now or shall hereafter become entitled or may demand or claim, arising or issuing from or out of any leases of any portion of the Premises or from or out of the Premises or any part thereof;

(c) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all awards and other compensation heretofore or hereafter to be made to the Debtor in any taking by eminent domain, or by deed in lieu thereof, either permanent or temporary, of all or any portion of the Premises or any easement or any appurtenance thereto, including severance and consequential damages and change in grade of any street; and

(d) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all insurance policies pertaining to the Premises and all proceeds thereof.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the Premises for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the Premises.

5. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits of even date given by the Debtor to the Trustees named above, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure the indebtedness owed by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

DEBTOR:

NORTH ARUNDEL DEVELOPMENT  
CORPORATION

By: Marion H. Holt (SEAL)  
MARION H. HOLT, PRESIDENT

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

~~First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910  
Attention: Mary C. Swain~~

**NORTH ARUNDEL TITLE CORPORATION**  
200 HOSPITAL DRIVE, SUITE 113  
GLEN BURNIE, MARYLAND 21061  
(301) 768-6813

EXHIBIT "A"

BEING THAT PARCEL OF GROUND AND IMPROVEMENTS THEREON KNOWN AND DESIGNATED as the North Arundel Executive and Medical Building, as the land and improvements thereon are further described and shown on a Condominium Plat recorded among the Plat Records of Anne Arundel County, Maryland at Plat Book E 25, page 49-50 and in Plat Book E 26, page 1.

SAVING AND EXCEPTING THEREFROM those Condominium Units previously conveyed to third party purchasers as described in Deeds recorded among the Land Records of Anne Arundel County, Maryland at Liber 3790, page 223 (as to Units 121 and 127), at Liber 3801, page 310 (as to Unit 128), as at Liber 4030, page 692 (as to Units 228 and 230).

ALSO SAVING AND EXCEPTING THEREFROM all general and limited common elements as set forth in the Condominium Declaration and By-Laws and as shown on the Condominium Plat of the North Arundel Executive Building, Professional Office Condominium, as such common elements were conveyed in a Deed dated August 10, 1984 and recorded among the Land Records of Anne Arundel County, Maryland at Liber 3790, page 247.

Law Office of  
**Robert J. Fuoco**  
Empire Medical Building  
200 Hospital Drive, Suite 113  
Glen Burnie, Maryland 21061  
(301) 768-8733

Mail to: **NORTH ARUNDEL TITLE CORPORATION**  
200 HOSPITAL DRIVE, SUITE 113  
GLEN BURNIE, MARYLAND 21061  
(301) 768-6813

265546

1. Name & Address of Debtor: Howard S. Pinsky  
 Thea B. Pinsky  
 Joseph R. O'Brien  
 Corrine J. O'Brien  
 Ann's Dari-Creme of  
 Glen Burnie, Inc.  
 H & J Realty Co., a  
 Maryland General Partnership  
 c/o Howard S. Pinsky  
 512 Third Street  
 Annapolis, Maryland 21403

2. Name & Address of Secured Party: SEVERN SAVINGS ASSOCIATION OF  
 ANNAPOLIS, INC.  
 1726 West Street  
 Annapolis, Maryland 21401

3. This Financing Statement covers the following types (or items) of property:

(a) All the fixtures, appurtenances, all improvements, buildings, machinery, equipment, furniture, furnishings, trade name "Ann's Dari-Creme", goodwill of the business known as "Ann's Dari-Creme" and articles of personal property of every kind and nature whatsoever now or hereafter owned by the Debtor and located in or upon any interest or estate in land and advantages belonging or in any wise appertaining to the real property described in Exhibit A attached hereto and made a part hereof.

(b) All of the partnership assets of H & J Realty Co.

4. Proceeds of all collateral are covered.

5. The aforesaid items are included as security in an Indemnity Mortgage given by Debtor to Secured Party which Indemnity Mortgage is recorded or intended to be recorded among the Land Records of Anne Arundel County.

6. This transaction is not subject to the recordation tax imposed by Article 81 Sections 277 and 278 of the Annotated Code of Maryland.

Debtor:

Howard S. Pinsky  
 Howard S. Pinsky

Thea B. Pinsky  
 Thea B. Pinsky

Joseph R. O'Brien  
 Joseph R. O'Brien

Corrine J. O'Brien  
 Corrine J. O'Brien

H & J REALTY CO.

By: Howard S. Pinsky  
 Howard S. Pinsky,  
 Partner

By: Joseph R. O'Brien  
 Joseph R. O'Brien,  
 Partner

Secured Party:

SEVERN SAVINGS ASSOCIATION  
 OF ANNAPOLIS, INC.

By: Alan J. Hyatt  
 Alan J. Hyatt, President

CR  
 LERK

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 5

1987 JAN -7 PM 12:47

A. GRUBER SCHAFER  
 CLERK

BOOK 507 PAGE 75

ANN'S DARI-CREME OF GLEN  
BURNIE, INC.

By: *David R. [Signature]*  
President

EXHIBIT A

BEGINNING at a point in the westerly line of the Governor Ritchie Highway (Maryland Route 2); said point being the easternmost corner of the lands described herein; and being distant North 35 degrees 24'37" West 114.03 feet from the northernmost corner of the lands of Charles and Edna C. Pumphrey as recorded among the Land Records of Anne Arundel County, Maryland in liber 1080 folio 98; thence departing said point of beginning so fixed and said Governor Ritchie Highway and binding with the northerly line of TKL-EAST as recorded in a Deed dated January 28, 1985 from Pinskey, et ux. and O'Brien, et ux., to TKL-EAST and recorded among the aforesaid Land Records in Liber 3858 folio 699, and with meridian referred to as Maryland State Grid North.

(1) South 54 degrees 35'23" West, 200.46 feet to a point; thence,

(2) South 82 degrees 03'57" West, 84.02 feet to a point; said point being a corner common to those same lands of TKL-EAST as aforementioned; and the residue of a 0.4419 Acre Parcel of Land of Pinskey, et ux., and O'Brien, et ux., recorded among the Land Records of Anne Arundel County, Maryland in Liber 2885 folio 739; Thence departing said point and continuing,

(3) South 82 degrees 03'57" West, 58.26 feet, for a total distance of 142.28 feet, to a point on the back of curb of the Marley Station Regional Shopping Center Ring Road; thence with said back of curb northerly 101.66 feet along the arc of a curve to the left having a radius of 442.00 feet and chord bearing and distance,

(4) North 16 degrees 00'49" West, 101.43 feet to a point; thence departing said back of curb and said Ring Road and binding with the lands of TKL-EAST as recorded in Deed dated April 30, 1985 and recorded among the Land Records of Anne Arundel County

in Liber 3885 folio 337, from Henry L. and Carolyn R. Hein to TKL-EAST,

(5) North 54 degrees 35'23" East 293.00 feet to a point in the westerly line of the Governor Ritchie Highway; thence with said line,

(6) South 35 degrees 24'37" East 161.32 feet to the place and point of beginning.

CONTAINING 1.0732 Acres of land, more or less, as now surveyed by Dewberry & Davis, Registered Professional Land Surveyors in September, 1985.

BEING the residue (0.3198 acres) of that particular parcel of land (the "second") conveyed by Deed dated August 31, 1976 by Raymond F. and Anna A. Hines, unto Howard S. and Thea B. Pinsky, and Joseph R. and Corrine J. O'Brien and further being a portion of those lands conveyed by Deed dated January 29, 1985, by TKL-EAST unto Howard S. Pinsky, et al., and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2885 folio 739 and in Liber 3859, folio 145, respectively.

SUBJECT to certain easements to Baltimore Gas and Electric Company as recorded among the Land Records of Anne Arundel County in Liber 3888 folio 779.

SUBJECT to a twenty (20) foot wide easement for ingress-egress purposes to the C&P Telephone Company recorded among the Land Records of Anne Arundel County in Liber 3859 folio 145.

Mailed to Secured Party

BOOK 507 PAGE 78

2655-17

COPY FOR FILING

FINANCING STATEMENT

- Not Subject to Recordation Tax
  - Subject to Recordation Tax; Principal Amount is \$ 115,000.00
  - To Be Recorded in Anne Arundel Co.
- "The value of collateral subject to recordation tax equals \$25,000.00"  
Recordation tax in the amount of \$125.00 to be paid to

NAME ADDRESS Baltimore Co.

1. Debtors(s) (or assignor(s)) No. Street City State

Richard H. Madow 12 Stonehenge Circle #2 Baltimore Maryland 21208

Anne L. Madow

2. Secured Party (or assignee)

CENTRAL SAVINGS BANK, 201 N. Charles Street Baltimore, Maryland 21201

3. This Financing Statement covers the following types (or items) of property:

All machinery, equipment, furniture & fixtures, now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts, equipment, tools belonging thereto or for use in connection therewith.  
To be located at 483 Old Mill Center, Millersville, Maryland 21108.

RECORDATION FEE 17.00  
PROPERTY TAX 1.00  
412.251.0000 1007 114213  
JAN 07 87

CHECK  THE LINES WHICH APPLY

- 4.  (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: \_\_\_\_\_

- 5.  (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: \_\_\_\_\_ Debtor(s) or Assignor(s)

CENTRAL SAVINGS BANK Richard H. Madow

By: Ga Lopez Anne L. Madow

Type Name \_\_\_\_\_

Title \_\_\_\_\_

Type or Print Name and Title of Each Signature

CSB1-101CL (9/81)

RECORDED  
1987 JAN -7 PM 2:13  
H. ERLE SCHAFER  
CLERK

Mailed to Secured Party

12.00  
1.50



- 4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
- 5. Proceeds of collateral are covered hereunder.
- 6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

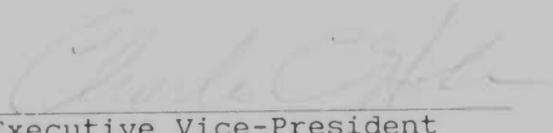
DEBTOR:

SECURED PARTY:

REGENCY HOMES CORPORATION

FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION

By 

By   
Executive Vice-President

RFS1464.176 K1

NORTH ARUNDEL TITLE CORPORATION  
200 HOSPITAL DRIVE, SUITE 113  
CLEM BURNIE, MARYLAND 21061  
(301) 788-6813

+R4-2A/Loan Placement

SCHEDULE A

All those lots in Anne Arundel County, Maryland being known and designated lots numbered 1 through and including 20 as shown on the Plat entitled "A Resubdivision of part of Blocks 39 and 40-Franklin Manor Beach" which Plat is recorded among the Plat Records of Anne Arundel County at Plat Book 96, page 12, Plat number 4987.

BEING those same lots of ground conveyed by Florent B. Hughes and Clyde A. Pinkston unto Regency Homes Corporation, a Maryland Corporation by virtue of a Deed dated July 16, 1986 and recorded among the Land Records of Anne Arundel County, Maryland at Book 4113, page 381.

NORTH ARUNDEL TITLE CORPORATION  
200 HOSPITAL DRIVE, SUITE 119  
GLEN BURNIE, MARYLAND 21061  
(301) 768-6813

FILE NO. 08690-17010

265550

BOOK 507 PAGE 82

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:  
A.F. ENTERPRISES, INC.  
Address:  
c/o William H. Avery, Jr.  
10812 Connecticut Ave.,  
Suite 200  
Kensington, Maryland 20895
2. Secured Party:  
SECOND NATIONAL BUILDING  
& LOAN, INC.  
Address:  
P. O. Box 2558  
Salisbury, MD 21801  
ATTN: William F. Brooks, Jr.
3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in Exhibit A or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in

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H. EARLE SCHAFER  
CLERK

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the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any contemplated use of the premises.

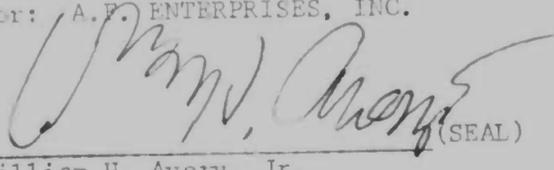
4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust and Deed of Trust Promissory Note executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor: A.F. ENTERPRISES, INC.

BY:

  
William H. Avery, Jr.  
President

(SEAL)

Dated: 12/16/86

MR. CLERK:

Please return to:

DAVID S. BRUCE, Esq.  
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.  
80 West Street, P. O. Box 868  
Annapolis, Maryland 21404

S350262P.MLS

BOOK 507 PAGE 84

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot numbered Forty-Five (45), as shown on a plat entitled "Plat 1 of 3 GEORGETOWN GROVE", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 82, at Page 48.

AND BEING the same parcel of land conveyed by Deed dated December 18, 1986 from Stanley J. Klos, Jr. and Michael T. McGraw, Substitute Trustees for SECOND NATIONAL BUILDING AND LOAN, INC., and recorded or intended to be recorded in the Land Records of Anne Arundel County, Maryland.

s35050ex.a2s

mail to

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265551

BOOK 507 PAGE 85

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ .....
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Thomas R. Dawson t/a  
Dawson Gallery

44 Maryland Ave.  
Annapolis, MD 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):  
  
All inventory now owned or hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such inventory.
2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:
3.  Proceeds } of the collateral are also specifically covered.  
 Products }
4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

1987 JAN -8 PM 3:12  
FARMERS NATIONAL BANK  
ANNAPOLIS, MARYLAND  
JOHN F. SCHAFER

Debtor (or Assignor)

Thomas R. Dawson t/a  
Dawson Gallery

*Thomas R. Dawson*

Secured Party (or Assignee)

FARMERS NATIONAL  
BANK OF MARYLAND

BY *Luan A. Cohen*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

*Diso*

Mailed to Secured Party

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
  - Subject to Recordation Tax; Principal
  - To be Recorded in Land Records (For Fixtures Only).
- Amount is \$ 200,000

Name of Debtor

Address

Londontowne Marina, Inc.

832 Shore Drive  
Edgewater, MD 21037

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):  
New Hyster Marine Fork Lift S/N B 7P6965T  
Hyster Marine Fork Lift H 300BS  
All inventory, all equipment, all accounts now owned and all inventory, equipment and accounts hereafter acquired by Borrower and all proceeds (cash and non-cash) of such inventory, equipment and accounts.
2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:
3.  Proceeds } of the collateral are also specifically covered.  
 Products }
4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

LONDONTOWNE MARINA, INC

FARMERS NATIONAL BANK OF MARYLAND

BY Donna J. Stevens

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

1987 JAN -8 PM 3:12  
HELENE SCHAFER  
CLERK

Mailed to Secured Party

11405  
50

TO BE **CROSS INDEX**  SUBJECT TO RECORDING TAX  
 NOT TO BE **[REDACTED] IN**  NOT SUBJECT TO ON PRINCIPAL  
 LAND RECORDS AMOUNT OF \$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s): JUNE SKILES  
 Name or Names—Print or Type  
1447 TAR POINT Rd Pasadena Md 21274  
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type  
 Address—Street No., City - County State Zip Code

2. Secured Party: Sears, Roebuck and Co.  
 Name or Names—Print or Type  
6901 SECURITY Blvd BALTO MD 21207  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).  
w/h cat

4. If above described personal property is to be affixed to real property, describe real property.  
dwelling, 1447 TAR POINT Rd PASADENA MD 21222

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.  
 7. Products of collateral  are  are not covered.

DEBTOR(S): June E. Skiles (Signature of Debtor)  
JUNE E. SKILES (Type or Print)  
 SECURED PARTY: Sears, Roebuck and Company (Company, if applicable)  
[Signature] (Signature of Secured Party)  
J. D. Althouse-Credit Central Oper. Mgr. (Type or Print (Include title if Company))

To THE FILING OFFICER: After this statement has been recorded please mail the same to:  
**MAIL TO:** 6901 Security Blvd., Baltimore, Maryland 21207  
 Name and Address

Mail to \_\_\_\_\_

137

RECEIVED FOR RECORD  
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 H. ERLE SCHAFER  
 CLERK  
 \$13.50  
 AA Co.  
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To Be Recorded In The Land Records  
And In The Chattel Records Of  
Anne Arundel And Among The  
Financing Statement Records Of  
The State Department Of Assessments  
And Taxation.

Subject To Recording Tax On Principal  
Amount Of \$65,563.00 Which Was  
Paid To The Clerk Of The Circuit  
Court Of Anne Arundel Upon  
The Filing Of A Deed Of Trust.

**FINANCING STATEMENT**  
(Maryland - U.C.C.-1)

1. **DEBTOR:** **ARLINGTON CUSTOM HOMES, INC.**  
772 Oak Stump Drive  
Millersville, Maryland 21108
  
2. **SECURED PARTY:** **BALTIMORE FEDERAL FINANCIAL, F.S.A.**  
300 East Lombard Street  
Baltimore, Maryland 21202  
  
Attention: Commercial Lending Division
  
3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:
  - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.
  - b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real

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Page 1 of 3 Pages  
CLERK

property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
  - d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
  - e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
  - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
  - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
  - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
  - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto and consisting of 1 page, being the same property described in a Deed of Trust of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland

BOOK 507 PAGE 90

from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property.

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

**DEBTOR:**

ARLINGTON CUSTOM HOMES, INC.,  
A Maryland Corporation

By: Nancy F. Kfeller (SEAL)  
Nancy F. Kfeller,  
President

Date: November 21, 1986

TO FILING OFFICER: After this Statement has been recorded, please return to:

Patrick Ash  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (DRN) 5934

5934  
A-01.17

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lots No. Twenty-Four (24) and Twenty-Five (25) in subdivision Number 2 of Plat entitled "Bell Grove Farm," Section 11, which Plat is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book No. 14, folio 26.

BEING part of the property granted and conveyed by a deed dated October 1, 1985, from Catherine A. Walker, personal representative of the estate of Mathias R. Rupert, unto the within named grantor recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3957, at folio 743.

BOOK 507 PAGE 92

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 265593

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Maryland State Teacher's Association ~~Staff Organization~~, Inc.  
Address 344 N. Charles Street, Baltimore, Maryland 21201

2. SECURED PARTY

Name AT&T Credit Corporation  
Address 100 South Jefferson Road, Whippany, New Jersey 07981

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

AT&T-IS Merlin telecommunications equipment leased under Lease No. 01407 all additions, attachments, accessions, substitutions and proceeds or receivables therefrom.

Name and address of Assignee

This is a Conditional Sale - Recordation taxes do not apply.

Equipment Location: Main Street  
Annapolis, MD 21401

County  
e1002

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Betsy Moyer*  
(Signature of Debtor)

BETSY MOYER  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

*Edward F. Gronelk*  
(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

→ Mailed to: AT&T Credit Corp.  
44 Whippany Rd. Morristown N.J. 07960

1987 JAN -9 PM 12:11  
H. ERLE SCHAFER  
CLERK

10

BOOK 507 PAGE 93

265504

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

STATE CORPORATION COMMISSION  
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)  
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

RECORD FEE 11.00  
POSTAGE 2.00  
TOTAL 13.00

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.  
No other name will be indexed.

Lowe's Employee Fund  
143 Maple Avenue  
Vienna, VA 22180

Check the box indicating the kind of statement.  
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Great Northern Funding Corp.  
11500 Rockfield Court  
Cincinnati, Ohio 45241

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered ( )

Description of collateral covered by original financing statement

- |                            |             |
|----------------------------|-------------|
| 1) Vending Coffee Machine  | s/n# 610022 |
| 1) 15-H+3 MP Snack machine | s/n# 341630 |
| 1) 290 Can Drink Machine   | s/n# 341069 |

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1987 JAN -9 PM 12:43  
MARLE SCHAFER  
CLERK

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Mailed to Secured Party

Lowe's Employee Fund

*[Signature]*  
Signature of Debtor if applicable (Date)

Great Northern Funding Corp.

*[Signature]*  
Signature of Secured Party if applicable (Date)

11-50

FILING OFFICER COPY

Revised 7-1-82

*[Handwritten mark]*

507 94

CLERK  
M. ERLE SCHAFER  
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265705

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

- |   |   |
|---|---|
| 1. Debtor:<br>TUNG L. WU<br>and<br>MING C. WU                 | Address:<br>2544 Arbor Court<br>Cambrills, Maryland 21054                         |
| 2. Secured Party:<br>SECOND NATIONAL BUILDING<br>& LOAN, INC. | Address:<br>P. O. Box 2558<br>Salisbury, MD 21801<br>ATTN: William F. Brooks, Jr. |

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in **Exhibit A** or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in

1450



the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with the use of the premises as commercial and residential rental property.

4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust and Deed of Trust Promissory Note executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the **Anne Arundel County, Maryland**.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached **Exhibit A**.

Debtor:

Tung L. Wu (SEAL)  
Tung L. Wu

Ming C. Wu (SEAL)  
Ming C. Wu

BY: Tung L. Wu (SEAL)  
Tung L. Wu, her attorney-in-fact

Dated: 12-31-1986

MR. CLERK:

Please return to:

DAVID S. BRUCE, Esq.  
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.  
80 West Street, P. O. Box 868  
Annapolis, Maryland 21404

S351742P.MLS

BOOK 507 PAGE 06

EXHIBIT A

BEGINNING for the same and being known and designated as Lots Nos. 98, 99, 100, 101, 102, 110, 111 and 112, as shown on a Plat entitled "East Glen Burnie", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 21, folio 4.

BEING the same lots that were conveyed by deed dated the 15th day of December, 1977 from FRED F. SHORT and AGNES E. SHORT, his wife, unto FRED PRITT, WILLIAM J. WIGGINS, JR. and CHRIS COILE and recorded at Liber 3037 folio 724 in the Land Records of Anne Arundel County, Maryland.

AND BEING the same lots that were conveyed by deed dated the 19th day of June, 1978 by and between CHRIS COILE, FRED PRITT and WILLIAM J. WIGGINS, JR., Co-Partners trading as CENTRAL MARYLAND DEVELOPERS, a Maryland General Partnership, unto CHRIS COILE and recorded at Liber 3097 folio 47.

AND BEING the same lots or parcels of ground which by deed dated December 31, 1986 was conveyed to TUNG L. WU and MING C. WU from CHRIS COILE and SUSAN S. COILE as her interests appear, and recorded or intended to be recorded among the Land Records of Anne Arundel County.

Mail to Blumenthal Wayson et al

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT  
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) <i>Hopkins, Stephen David</i> <i>444 Bayview Rd.</i> <i>Lothian MD. 20711</i>	2. Secured Party(ies) and Address(es) <i>Ford Motor Credit Corp.</i> <i>PO Box 637</i> <i>Mechanicville, Va., 23111</i>
---	--

For Filing Officer (Date, Time, Number and Filing Office)

RECORDING FEE  
MISTAKE  
#12815 COMD W/2 JAN 9 '87

3. This Financing Statement covers the following types (or items) of personal property:

*316T NH Baler #695763*  
*489 Haybine NH #616259*  
*162 Solder NH V/2391*

Check if covered:  Proceeds of collateral covered  Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

*Stephen D Hopkins*  
(SIGNATURE OF DEBTOR)  
*Stephen D Hopkins*  
(SIGNATURE OF DEBTOR)

*Ford Motor Credit Corp*  
(NAME OF SECURED PARTY)  
BY: *Charles Kartell Agent for*  
*Ford Motor Credit Corp.*

TB

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HARRIS COUNTY CLERK

1987 JAN -9 PM 1:32

H. ERLE SCHAFFER  
CLERK

Mailed to Secured Party

11.00

STATEMENT OF TERMINATION OF FINANCING  
(Pursuant to Uniform Commercial Code)

December 9, 1986

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 222206 in Office of W. Garrett Larrimore, Anne Arundel, Maryland  
(Filing Officer) (County and State)

Liber: 396 Folio: 429

Debtor or Debtors (name and Address):  
Barbara J. Jenkins  
16-11th Avenue NW  
Glen Burnie, MD 21061

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Secured Party

By [Signature] Its Branch Office Manager

Mailed to Secured Party

RECORD FEE 10.00  
1987 JAN 9 1987

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CLERK H. ERLE SCHAFER  
1987 JAN -9 PM 2:06  
CLERK

10/10

BOOK 507 PAGE 99

265537

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use  
File No.  
Date &  
Hour

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform  
Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) No. Street City State  
(Last Name First)

CHESAPEAKE WEST DEVELOPMENT CORP. 920 Postgate Road, Annapolis, Maryland

Name of Secured Party or assignee No. Street City State

Potomac Savings Bank, FSB 13401 New Hampshire Avenue, Silver Spring, Maryland

1. This financing statement covers the following type(s) (or items) of property: (Lists or descrip-  
tions may be on separate sheets firmly attached hereto.) (Describe)

See Schedule A Attached Hereto and Incorporated Herein By This  
Reference

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Fur-  
nish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are  
fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish  
general description of real estate and name of record owner.) If block system is main-  
tained, state house number and street, if there be any, or block reference.  
Name of Record Owner: West Shore Development Corporation  
Description of Property: See Exhibit A attached hereto and incorporated  
herein by this reference
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is is not  
subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland,  
as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

Potomac Savings Bank, FSB

\_\_\_\_\_  
CHESAPEAKE WEST DEVELOPMENT CORP. (Type or print name under signature)  
*Jerry [Signature]*  
\_\_\_\_\_  
(Type or print name under signature)

\_\_\_\_\_  
(Owner, Partner or Officer and Title)  
*Michael [Signature]*  
\_\_\_\_\_  
(Signatures must be in ink)

RECORDED  
1987 JAN -9 PM 3:34  
H. ERLE SCHAFER

Delivered to:  
HYATT & CHEP, P.A.  
1919 West Street  
P.O. Box 1852  
Annapolis, MD 21404  
File # 1.1177

TS - se

SCHEDULE FOR PLEDGING STATEMENTSCHEDULE A

All of the personal property of any kind whatsoever related to, situated or located on, or used or useable in conjunction with, the development, maintenance or operation of the land described in the attached Exhibit A and improvements thereon (including all such property which is owned by occupancy tenants of the debtor and installed for the purposes of their tenancy if such occupancy tenant has the right to remove the same at or before the expiration of the term of the applicable lease) including, but not limited to, all materials, machinery, apparatus, equipment, furnishings, furniture, fixtures, and all other goods, chattels and articles of personal property including, without limitation, all building materials and supplies, furniture, rugs and carpets, linens and bedding materials, televisions, radios and other sound equipment, kitchen fixtures, stoves, and all cooking and serving equipment, furnaces, boilers, oil burners, refrigeration, air conditioning and sprinkler systems, awnings, screens, window shades, draperies, motors, dynamos, incinerators, plants and shrubbery, and all other equipment, machinery, appliances, fittings and fixtures, whether personal property, inventory or fixtures, whether now owned or hereafter from time to time acquired by the debtor, together with all substitutions, replacements, additions, attachments, accessories, accretions, their component parts thereto or thereof, all other items of like property and all accounts and contract rights covering or relating to any or all thereof, including any proceeds and products thereof, whether now in existence or hereafter arising, and relating to, situated or located on, or used or useable in connection with, the development, maintenance or operation of the certain improvements and amenities incidental thereto, on the land described in the

Exhibit A attached hereto and incorporated herein by this reference. The land described in the attached Exhibit A is further described in that certain Deed of Trust to be recorded among the Land Records of Anne Arundel County, Maryland among (i) the Debtor, (ii) the Secured Party, and (iii) Sharon Riggins and Gregory D'Arco, as Trustees. Debtor is the record owner of the land described in the attached Exhibit A.

BOOK 507 PAGE 101

EXHIBIT A  
LEGAL DESCRIPTION

LOTS A, B and C; Parcel 453, Block 20; Tax Map 30; Uther 1543, P0116-895,  
Anne Arundel County, Maryland.

Mailed to Secured Party

CROSS-INDEXED IN FINANCING STATEMENTS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. B 497

Page No. 78

Identification No. 261372

Dated April 21, 1986

1. Debtor(s) } Theodore G. Chwastyk & Lucreta A. Chwastyk  
Name or Names—Print or Type  
1918 Oakley Rd. Glen Burnie, MD 21061  
Address—Street No., City - County State Zip Code

2. Secured Party } Sears, Roebuck and Company  
Name or Names—Print or Type  
8901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

1987 JUN 12 AM 9:37  
M. E. SCHAFER  
CLERK

RECORD FEE 13.00  
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Mailed to Secured Party

DEC. 02 1986

Dated: \_\_\_\_\_

Sears, Roebuck and Company

Name of Secured Party

Signature of Secured Party

J. D. Althouse—Credit Central Oper. Mgr.

Type or Print (Include Title if Company)

W13-58  
BP County

CROSS-INDEXED IN FINANCING STATEMENTS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L 441

Page No. 315

Identification No. 239450

Dated 8/28/81

1. Debtor(s) { L.R. Paul & Frances M. Paul  
Name or Names—Print or Type  
431 Rogers Ave. Glen Burnie, MD 21061  
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party { Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>



1987 JAN 12 AM 9:37  
H. ERLE SCHAFER  
CLERK

REGISTRATION FEE 13.00  
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JAN 12 1987 10:30  
JAN 12 87

Mailed to Secured Party

DEC. 02 1986

Dated: \_\_\_\_\_

Sears, Roebuck and Company  
Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.

Type or Print (Include Title if Company)

013.50  
AA County  
2

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L 448

Page No. 357

Identification No. 242073

Dated 4/7/81

1. Debtor(s) { Michael J. & Ann G. Volk  
Name or Names—Print or Type  
216 McKeon Rd. Severna Pk, Maryland 21146  
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p><b>A. Continuation</b> ..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> ..... <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> ..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> ..... <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>

1987 JAN 12 AM 9:37  
HERLE SCHAFER  
CLERK

REGISTERED FEE 13.00  
POSTAGE 50  
RECEIVED DATE NOV 1987  
JAN 12 87

DEC 02 1986

Dated: \_\_\_\_\_ Sears, Roebuck and Company  
Name of Secured Party

J.D. Althouse  
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

3/13/80  
AA Gandy  
2

CROSS-INDEXED IN FINANCING STATEMENTS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L # 436

Page No. 250

Identification No. 237419

Dated April 13 1981

1. Debtor(s) John J. & Rita M. Canning  
Name or Names—Print or Type  
493 Lisa Ave. Odenton Maryland 21113  
Address—Street No., City—County State Zip Code

**MAIL TO:** 2. Secured Party Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City—County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;"><b>Termination</b></p>



RECEIVED  
JAN 12 1987

1987 JAN 12 AM 9:37  
H. ERLE SCHAFER  
CLERK

RECEIVED FEE \$3.00  
MISTAKE .50  
RECEIVED 1987 JAN 12 10:31  
JAN 12 '87

Mailed to Secured Party

Dated: DEC. 02 1986

Sears, Roebuck and Company  
Name of Secured Party

[Signature]  
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

#13-50  
AA County  
2

STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and address(es) Kaarlela: Frick V. & Carol M. 12825 Longleaf Lane Hendon, VA 22070	2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker Street Millburn, NJ 07041	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
---	---	---

4. This statement refers to original Financing Statement bearing File No. 25419C040 R01 776-45  
 Filed with Anne Arundel Date Filed 8-9 1984

5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.  
 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.  
 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.  
 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.  
 10.

8/25/84

No. of additional Sheets presented \_\_\_\_\_

Berkeley Federal Savings & Loan

By: \_\_\_\_\_ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).  
 By: [Signature] Signature(s) of Secured Party(ies).

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

RECEIVED BY CLERK

1987 JAN 13 AM 8:50

H. ERLE SCHAFER  
CLERK

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261451  
RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON April 15, 1986 (DATE)

1. DEBTOR

Name Spectrum Analysis & Frequency Engineering, Inc.  
Address 706 Giddings Avenue, Suite 6, Annapolis, MD 21401

2. SECURED PARTY

Name RepublicBank Dallas, N.A.  
Address P.O. Box 225961, Dallas, Texas 75265  
Stefan M. Lopatkiewicz, 1111 19th St., NW, Ste. 1000, Washington, D.C.  
Person And Address To Whom Statement Is To Be Returned If Different From Above. 20036

3. Maturity date of obligation (if any) See below

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <p style="text-align: center;">Amendment</p>

1. Amend "Amount of indebtedness: \$700" to read "Total value of secured property: \$700"

2. Amend maturity date from September 27, 1990 to "not applicable."

1987 JAN 13 AM 8:50  
H. ERLE SCHAFER  
CLERK

Mailed to Secured Party

Dated 11/3/86

Maria J. Ibarra  
(Signature of Secured Party)

Maria T. Ibarra, Assistant Vice Pres.  
Type or Print Above Name on Above Line  
RepublicBank Dallas, N.A.

BOOK 507 PAGE 108

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No.	355-289
Date & Hour	

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement

Date of Filing 4-21-76

Record Reference 201898

Anne Arundel Cty.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
--	-----	--------	------	-------

PETE'S CYCLE COMPANY, INC.	800 Ritchie Hwy.	Severna Park, MD	21146	
----------------------------	------------------	------------------	-------	--

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

ITT COMMERCIAL FINANCE CORP.	P.O. Box 8408	Cherry Hill, NJ	08002	
------------------------------	---------------	-----------------	-------	--

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER - Amendment

RETURN TO:

To amend Debtor's name to read: PETE'S CYCLE CO., INC.

Mailed to Secured Party.

Debtor(s) or assignor(s)

Pete's Cycle Co., Inc.

ITT COMMERCIAL FINANCE CORP. (Seal)

(Corporate, Trade or Firm Name)

*Walter C. Leach*

*Linda Ter...*

Signature of Secured Party or Assignee

Walter Leach - Pres.

(Type or print name under signature)

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)



1987 JAN 13 AM 8:50

H. ERLE SCHAFER  
CLERK

Anne Arundel  
City  
MD

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCEN 205706

BOOK 507 PAGE 109  
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ferguson Trenching Co., Inc.  
Address 123 Revell Highway, Annapolis, MD 21401

2. SECURED PARTY

Name Ingersoll-Rand Equipment Sales  
Address 5681 Main Street, Elkridge, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

(1) Ingersoll-Rand P160WJD air compressor s/n 153051 and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the debtor to dispose of the above described collateral.

Name and address of Assignee  
Ingersoll-Rand Financial Corp.  
651 Park Avenue  
King of Prussia, PA 19406

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Ferguson Trenching Co., Inc.  
(Signature of Debtor)

SEE ATTACHED SHEET  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ingersoll-Rand Equipment Sales  
(Signature of Secured Party)

SEE ATTACHED SHEET  
Type or Print Above Signature on Above Line

REGISTERED  
ANNAPOLIS, CALVERT COUNTY

1987 JAN 13 AM 8:50

H. ERLE SCHAFER  
CLERK

TJB

RECORDED ON JUL 31, 1968 AT 10:14 AM  
IN THE FINANCING RECORDS OF THE MD. ST.  
DEPARTMENT OF ASSESSMENT AND TAXATION  
ID # 62124257 RECE. # 02432010045  
SEE BOTTOM OF PAGE FOR LIBER & FOLIO  
RECORDING FEE 11.00  
RECORDATION TAX  
• THIS SERVES AS YOUR RECEIPT •

FINANCING STATEMENT FORM 0001

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to records  
tax (please indicate amount of taxable debt here) \$ \_\_\_\_\_

If this statement is to be recorded  
in land records check here:

This financing statement dated July 31, 1968 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PERINSON TRENCHING CO., INC.  
Address 228 BUNNELL HIGHWAY, GAITHERSBURG, MD. 21042

2. SECURED PARTY

Name INTERROLL RAMP EQUIPMENT SALES  
Address 5071 MAIN ST., ELKTON, MD. 21921

Assigned Party: INTERROLL RAMP FINANCIAL CORP., 607 Park Ave., City of Franklin, PA. 15006  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_  
4. This financing statement covers the following types (or items) of property: (list)

1 - Interroll Ramp P160W10 Air Compressor, SN 152051  
and all attachments and accessories thereto together with accounts,  
contract rights and chattel paper arising out of the sale, lease or other  
disposition by the debtor of the foregoing described property. Notwith-  
standing the above, nothing herein shall be construed as authorizing the  
debtor to dispose of the above described collateral.

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) the above described crops are growing or are to be grown on (describe real estate)
- (If collateral is goods which are or are to become fixtures) the above described goods are affixed or to be affixed to (describe real estate)

(Products of collateral are also covered)

(Products of collateral are also covered)

PERINSON TRENCHING CO., INC.

Stanley R. Bergner  
(Signature of Debtor) (Initials)

Stanley R. Bergner  
Type or Print Above Signature on Above Line

(Signature of Debtor)

20 0 15 10 0 0 0  
Type or Print Above Signature on Above Line

INTERROLL RAMP EQUIPMENT SALES

William W. Bergner  
(Signature of Secured Party)

William W. Bergner, Office Mgr.  
Type or Print Above Name on Above Line

62124257

2005 0000

Mailed to Secured Party

Anne Arundel County

STATE OF MARYLAND  
UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 060186

RECORDED IN LIBER 494 FOLIO 315 ON 1/30/86 (DATE)

1. DEBTOR

Name Wolford's Well & Pump Service, Inc.  
Address 4429 Mountain Road, Pasadena, MD 21122

2. SECURED PARTY

Name Ingersoll-Rand Equipment Sales  
Address 5681 Main Street, Elkridge, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>(1) Ingersoll-Rand P185WJD air compressor s/n 150849 and all attachments and accessories thereto.</p> <p>Assigned to: Ingersoll-Rand Financial Corporation 651 Park Avenue King of Prussia, PA 19406</p>	

1987 JAN 13 AM 8:50  
H. EDLE SCHAFFER

Dated \_\_\_\_\_

Ingersoll-Rand Company  
(Signature of Secured Party)  
SEE ATTACHED FOR SIGNATURE  
Type or Print Above Name on Above Line

on computer  
OK

BOOK 507 PAGE 112

STATE OF MARYLAND

IN THE FINANCING RECORDS OF THE MD. ST. DEPARTMENT OF ASSESSMENTS AND TAXATION  
ID # 060278506 RECEIPT # 179B2000010  
SEE BOTTOM OF PAGE FOR LIBER & FOLIO  
RECORDING FEE 10.00  
RECORDATION TAX

\* THIS SERVES AS YOUR RECEIPT \*

UNIFORM COMM.

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 60278506

RECORDED IN LIBER 2784 FOLIO 0248 ON 1-27-86 (DATE)

1. DEBTOR

Name WOLFORD'S WELL & PUMP SERVICE, INC.  
Address 4429 Mountain Rd., Pasadena, Md. 21122

2. SECURED PARTY

Name INGERSOLL RAND EQUIPMENT SALES  
Address 5681 Main St., Elkridge, Md. 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)
	1 - Ingersoll Rand P185WJD Air Compressor, SN 150849 and all attachments and accessories thereto.	
	Assigned to: INGERSOLL RAND FINANCIAL CORP. 651 Park Ave. King of Prussia, Pa. 19406	

Ingersoll-Rand Financial Corp.

Ingersoll-Rand Company

~~60788051~~

Mailed to Secured Party

Dated \_\_\_\_\_

Bradley W. Berger  
(Signature of Secured Party)

Bradley W. Berger, Office Mgr.  
Type or Print Above Name on Above Line

265533

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) McPadgen, Kevin W. & Karen L. P.O. Box 1778 Elizabeth City, NC 27909	2. Secured Party(ies) and address(es) Society For Savings 1290 Silas Deane Highway Wethersfield, CT. 06109	3. Maturity date (if any) For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>455-197</u> Filed with <u>Anne Arundel Co</u> Date Filed <u>5/2</u> 19 <u>85</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

11/14/86

No. of additional Sheets presented.

By: \_\_\_\_\_ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: *A C Ben* Signature(s) of Secured Party(ies)

SOCIETY FOR SAVINGS

STANDARD FORM - FORM UCC-3

(1) Filing Office Copy - Alphabetical

Handed to Secured Party



STATE OF MARYLAND  
CLERK OF DISTRICT COURT

1987 JAN 13 AM 8:50

H. ERLE SCHAFER  
CLERK

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 18085  
RECORDED IN LIBER 501 FOLIO 241 ON July 30, 86 (DATE)

## 1. DEBTOR

Name WANG LABORATORIES, INC,  
Address ONE INDUSTRIAL AVENUE, LOWELL, MA 01851

## 2. SECURED PARTY

Name PHOENIX LEASING INCORPORATED  
Address POB 2008, SAN RAFAEL, CA 94912-2008  
MCCORD COMPANY, 1915 "I" STREET, SACRAMENTO, CA 95814  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

## 3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<b>D. Other: AMENDMENT</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)
	SEE ATTACHED <input checked="" type="checkbox"/> 4th Purchase <input checked="" type="checkbox"/> ANN ARUNDEL COUNTY	
	_____ _____ _____	

1987 JUN 13 AM 8:49

H. ERLE SCHAFER  
CLERK

*Wang Laboratories, Inc.*  
Signature of Debtor  
WANG LABORATORIES, INC.

*J. Bruman*  
(Signature of Secured Party)

PHOENIX LEASING INCORPORATED

Type or Print Above Name on Above Line

Dated \_\_\_\_\_

( SCHEDULE A )

( printed on 09/15/86 at 13:18 )

656-R07M2

No. EE 147

WANG LABORATORIES, INC. / PHEONIX

Work Order Number: R07M2  
 Loan Pool Number: 4  
 Customer Number: 148800  
 Customer Name: WESTINGHOUSE ELECTRIC COR

Lease Term: 12 months  
 Discount Factor: 14 %  
 Equipment Type: OIS Type  
 Shipping Date: 08/04/86

Start Date	Model Number	Serial Number	Gross Rent	Maintenance	Net Rent	Advance
09/03/86	OIS-50	PL0220	\$335.40	\$65.00	\$270.40	\$6,760.00 25x
WORK ORDER TOTALS:			001	\$335.40	\$270.40	\$6,760.00

Westinghouse Electric Corporation  
 Aritech II, Stiff Building  
 900 International Drive  
 Linthicum Heights MD 21090

Anne Arnold

585

Mailed to Secured Party

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  Wayne Brumwell T/A Wayne Brumwell H auling 4013 Mountain Rd. Pasadena, MD 21122	2. Secured Party(ies) and address(es)  Alban Tractor Co., Inc. 8531 Pulaski Highway Baltimore County, MD 21237	3. Maturity date (if any):  For Filing Officer (Date, Time and Filing Office)
--	--	---

4. This statement refers to original Financing Statement bearing ~~File No.~~ Instrument #19179 *501-377*  
 Filed with Anne Arundel County Date Filed August 7, 19 86

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. 1 New Caterpillar 953LGP Loader ASSIGNE: Caterpillar Financial Services Corp.  
S/N 44Z00569 10630 Little Patuxent Pkwy.  
 Columbia, MD 21044

No. of additional Sheets presented:

ALBAN TRACTOR CO., INC.

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: *[Signature]*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

*1050*

FILED  
 1997 JUN 13 AM 8:49  
 H. ERLE SCHAFFER  
 CLERK

Mailed to Secured Party



This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and Address(es) David C. Stockett 1532 A & B Pinoter Ridge Place Bowie, MD 20716	2. Secured Party(ies) Name(s) And Address(es) Alban Tractor Co., Inc. 8531 Pulaski Highway Baltimore, MD 21237	
3. (a) This statement refers to original Financing Statement bearing File No. <u>441291</u> Filed with <u>Anne Arundel Co.</u> Date Filed <u>May 29</u> 19 <u>86</u> (b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed. (c) If the original filing was a fixture filing or covered timber or accounts subject to U.S. 25-9-103, (5) mark this block <input type="checkbox"/>		For Filing Officer
4. <input type="checkbox"/> Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.		
5. <input type="checkbox"/> Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)		
6. <input checked="" type="checkbox"/> Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in item 9 have been assigned to the assignee whose name and address appear in item 9. <u>507-117</u>		
7. <input type="checkbox"/> Amendment. Financing statement bearing file number shown above is amended as set forth in item 9.		
8. <input type="checkbox"/> Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.		

9. One New Caterpillar D4H Tractor, S/N 8PB00531 with a Caterpillar 4P Bulldozer  
ASSIGNEE: Caterpillar Financial Services Corporation  
10630 Little Patuxent, Columbia, Maryland 21044

10. Signatures:

By _____	By <u>[Signature]</u>
Debtor(s) (necessary only if item 7 is applicable)	Secured Party(ies)

(1) Filing Officer Copy - Numerical: 107 FINANCING STATEMENT CHANGE Standard Form Approved by N. C. Sec. of State and other States shown above. UCC-3



1987 JUN 13 AM 8:49  
HELEN SCHAFER  
CLERK



This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		No. of Additional Sheets Presented
1. Debtor(s) (Last Name First and Address(es)) David C. Stockett 1174 W. Central Avenue Davidsonville, MD 21035	2. Secured Party(ies) Name(s) and Address(es) Alban Tractor Co., Inc. P.O. Box 9595 Baltimore, MD 21237	
3. (a) This statement refers to original Financing Statement bearing File No. <u>instrument #16300</u> Filed with <u>Anne Arundel Co.</u> Date Filed <u>July 18</u> 19 <u>86</u> (b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed. (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block <input type="checkbox"/>		For Filing Officer <u>493-351</u>
4. <input type="checkbox"/> Continuation.	The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.	
5. <input type="checkbox"/> Termination.	Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)	
6. <input checked="" type="checkbox"/> Assignment.	The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in item 9. <u>507-119</u>	
7. <input type="checkbox"/> Amendment.	Financing statement bearing file number shown above is amended as set forth in item 9.	
8. <input type="checkbox"/> Release.	Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.	
9.	ASSIGNEE: CATERPILLAR FINANCIAL SERVICES CORPORATION 10630 Little Patuxent Pkwy. Columbia, MD 21044  One New Caterpillar 953LGP Track Loader, S/N <u>44Z00575</u>	
10. Signatures:	ALBAN TRACTOR CO., INC. By <u>[Signature]</u> Secured Party (ies) Standard Form Approved by N. C. Sec. of State and other States shown above.	
By _____ Debtor(s) (necessary only if item 7 is applicable)	(1) Filing Officer Copy - Numerical <b>FINANCING STATEMENT CHANGE</b> UCC-3	

BL  
 1987 JUN 13 AM 8:49  
 W. BRUCE SCHAFER  
 CLERK

STATE OF MARYLAND

BOOK 507 PAGE 121

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 14240-C777

RECORDED IN LIBER 499 FOLIO 438 ON 7-3-86 (DATE)

1. DEBTOR

Name LEE OLDSMOBILE INC.

Address 7370 CRAIN HWY., GLEN BURNIE, MD 21061

2. SECURED PARTY

Name REYNA FINANCIAL CORP.

Address 800 GERMANTOWN ST., DAYTON, OH 45407

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: AMENDMENT</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>DELETE: ONE (1) VIM III MODEL 215, ONE (1) T1820, ONE (1) T1743, ONE (1) TC1000  ADD: ONE (1) VIM III MODEL 215 (USED), ONE (1) T1820 (USED), ONE (1) T1743 (USED), ONE (1) TC1000 (USED)</p>	
	<p>THIS FINANCING STATEMENT IS AUTHORIZED BY AND EXECUTED ON BEHALF OF THE DEBTOR BY REYNA FINANCIAL CORPORATION AS ATTORNEY IN FACT PURSUANT TO A WRITTEN AGREEMENT.</p>	

1987 JAN 13 AM 8:49  
H. ERLE SCHAFER  
CLERK

LEE OLDSMOBILE INC BY REYNA FINANCIAL CORP., ATTORNEY IN FACT

Mailed to Secured Party

*Cheyl A Phillips Lease Assistant*  
SIGNATURE OF DEBTOR

Dated \_\_\_\_\_

REYNA FINANCIAL CORP.

*Cheyl A Phillips Lease Assistant*  
(Signature of Secured Party)

*Cheyl C Phillips Lease Assistant*  
Type or Print Above Name on Above Line

BOOK 507 PAGE 122

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  Sperry Corporation 1290 Avenue of the Americas New York, New York 10104	2. Secured Party(ies) and address(es)  (4-s) - 4/86 Citicorp Leasing, Inc. 450 Mamaroneck Avenue Harrison, New York 10528	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>405694</u> Filed with <u>Clk of Circ. Court</u> Date Filed <u>10/22/84</u> 19 <u>84</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.		
6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.		
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.		
8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.		
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10.		

The original financing statement is being amended to include the equipment identified on Schedule "A" attached.

(#0702376-6) ANNE ARUNDEL COUNTY

MARYLAND - No RECORDATION TAX

No. of additional Sheets presented:

Sperry Corporation  
By: R. L. Strickland  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

Citicorp Leasing, Inc.  
By: James Keating V.P.  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3



1987 JAN 13 AM 8:49  
H. ERLE SCHAFER  
CLERK

478 134

SCHEDULE A  
(AMENDMENT 4)

CONTRACT NO. =====	MODIFICATION/ DELIVERY ORD. NO =====	CONTRACT NAME =====	LOCATION =====
H-4424	MODIFICATIONS 31, 38, 40, 41 & 50	HOUSING & URBAN DEVELOPMENT	WASHINGTON, D.C.
ACBR-86031	N/A	ARCHITECT OF THE CAPITOL	WASHINGTON, D.C.
DAHC26-C-81-0007	P00033	MEPCOM	VARIOUS
GSA	F11628-86-F-0031	SOCOM	CLASSIFIED
GS-00C-00058	DAEA26-86-F-0019	LDMX	CRYSTAL CITY, VA.
GS-00C-00058	DAEA26-86-F-0048	LDMX	SAN DIEGO, CA.
GS00K8501SS965 (GS00K86AGS5755)	SEE BELOW	AIR NATIONAL GAURD	VARIOUS - 4/1/86 CANT - 4/1/86 TRAINING

DELIVERY ORD                      MOD. NO                      CITY                      ST

BOOK 507 PAGE 124

DAHA22-85-F-8517	P0001	JACKSON	MS
DAHA14-86-F-6616		TOPEKA	KS
DAHA23-86-F-8012	A00001	ST. JOSEPH	MO
DAHA40-85-F-8077	P00004	NASHVILLE	TN
DAHA41-86-F-2009		HOUSTON	TX
DAHA01-86-F-7002		BIRMINGHAM	AL
DAHA23-86-F-5006		BRIDGETON	MO
DAHA20-86-F-8010		ALPENA	MI
DAHA20-86-F-8001	P-0001	ALPENA	MI
DAHA21-86-F-4009	P0001	DULUTH	MN
DAHA70-86-F-5017		SAN JUAN	PR
DAHA01-86-F-7004		BIRMINGHAM	AL
DAHA44-86-F-2231		RICHMOND	VA
DAHA34-86-F-5674		TULSA	OK
DAHA34-86-F-1261		TULSA	OK
DAHA10-86-F-1005		BOISE	ID
DAHA10-86-F-1008		BOISE	ID
DAHA45-86-F-2027		FAIRCHILD	WA
DAHA32-86-F-4001	P00003	FARGO	ND
DAHA32-86-F-4001		FARGO	ND

DAHA32-86-F-4001	P00001	FARGO	ND
DAHA24-86-F-2004	P00001	GREAT FALLS	MT
DAHA24-86-F-2004		GREAT FALLS	MT
DAHA30-86-F-5018		WESTHAMPTON BCH	NY
DAHA30-86-F-5019		WESTHAMPTON BCH	NY
DAHA17-86-F-2098		BANGOR	ME
DAHA46-86-F-2004	P 0002	MARTINSBURG	WV
DAHA46-86-F-2004	P 0001	MARTINSBURG	WV
DAHA38-86-F-5001		EASTOVER	SC
DAHA31-86-F-0038	P0001	CHARLOTTE	NC
DAHA31-86-F-0038		CHARLOTTE	NC
DAHA04-86-F-9005		VAN NUYS	CA
DAHA47-86-F-5712		MADISON	WI
DAHA03-86-F-5011		JAX INT'L ARPT	FL
DAHA43-86-F-2027		BURLINGTON	VT
DAHA19-86-F-4138		OTIS	MA
DAHA19-86-F-4011		OTIS	MA
DAHA07-86-F-2007		NEW CASTLE	DE
DAHA34-86-F-1005		OKLAHOMA CITY	OK
DAHA02-86-F-1011		PHOENIX	AZ
DAHA02-86-F-2009		TUCSON	AZ
DAHA33-86-F-3475		SWANTON	OH
DAHA03-86-F-5005		FORT SMITH	AR
DAHA46-86-F-1010		CHARLESTON	WV
DAHA46-86-F-1002		CHARLESTON	WV
DAHA12-86-F-1004	P00001	FORT WAYNE	IN
DAHA19-86-F-7005		WESTFIELD	MA

FORM 507 USE 125

DELIVERY ORD	MOD. NO	CITY	ST
DAHA19-86-F-7010		WESTFIELD	MA
DAHA36-86-F-3003	P00001	HARRISBURG	PA
DAHA36-86-F-3003		HARRISBURG	PA
DAHA33-86-F-2110	P00001	MANSFIELD	OH
DAHA33-86-F-2110		MANSFIELD	OH
DAHA33-86-F-3013		SPRINGFIELD	OH
DAHA33-86-F-3014		SPRINGFIELD	OH
DAHA30-86-F-7050		SCOTIA	NY
DAHA30-86-F-6015		NEWBURGH	NY
DAHA15-86-F-2010		LOUISVILLE	KY
DAHA20-86-F-7021		BATTLE CREEK	MI
DAHA18-86-F-0005		BALTIMORE	MD
DAHA18-86-F-0133		BALTIMORE	MD
DAHA18-86-F-0009		BALTIMORE	MD
DAHA18-86-F-0006		BALTIMORE	MD
DAHA28-86-F-3003	P00001	ATLANTIC CITY	NJ
DAHA40-86-F-5244	P-0002	KNOXVILLE	TN
DAHA28-86-F-3003		ATLANTIC CITY	NJ
DAHA40-86-F-5244		KNOXVILLE	TN
DAHA44-86-F-2024	P-00001	RICHMOND	VA
DAHA44-86-F-2044		RICHMOND	VA
DAHA13-86-F-8006		DES MOINES	IA
DAHA23-86-F-8012		ST. JOSEPH	MO
DAHA25-86-F-0706		LINCOLN	NE
DAHA01-86-F-5003		MONTGOMERY	AL
DAHA01-86-F-7000		BIRMINGHAM	AL
DAHA39-86-F-5011		SIOUX FALLS	SD
DAHA39-86-F-5011		SIOUX FALLS	SD
DAHA11-86-F-8006		SPRINGFIELD	IL
DAHA11-86-F-8007		SPRINGFIELD	IL
DAHA11-86-F-7010		PEORIA	IL
DAHA22-86-F-7001	P00002	MERIDIAN	MS
DAHA22-86-F-7001		MERIDIAN	MS

VERY ORD	M	NO	CITY	ST
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A30-86-F-5020  
 A04-86-F-6018  
 IA04-86-F-7011  
 IA06-86-F-2007  
 HA23-86-F-5014  
 HA09-86-F-2202  
 HA09-86-F-2202  
 AHA48-86-F-1016  
 AHA12-86-F-2012  
 AHA13-86-F-7010  
 AHA16-86-F-A004  
 DAHA01-86-F-7025  
 DAHA41-86-F-1005  
 DAHA41-86-F-1004  
 DAHA41-86-F-1002  
 DAHA30-86-F-6029  
 DAHA37-86-F-5016

P00002  
 P00001

WESTHAMPTON BCH  
 FRESNO  
 MOFFET FIELD  
 EAST GRANBY  
 BRIDGETON  
 GARDEN CITY  
 GARDEN CITY  
 CHEYENNE  
 TERRE HAUTE  
 SERGEANT BLUFF  
 NEW ORLEANS  
 BIRMINGHAM  
 DALLAS  
 DALLAS  
 DALLAS  
 NEWBURGH  
 KINGTOWN

NY  
 CA  
 CA  
 CT  
 MO  
 GA  
 GA  
 WY  
 TN  
 IA  
 LA  
 AL  
 TX  
 TX  
 TX  
 NY  
 RI

..... END REPORT .....

*R. H. K.*  
 3/31/86

Mailed to Secured Party

BOOK 507 PAGE 127

*We never got  
a ref. #.  
Just a receipt*

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Ollen, Richard A. & Jane A. 10859 Weisiger Lane Oakton, VA 22124	2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker Street Millburn, NJ 07041	3. Maturity date (if any) For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>468-342</u> Filed with <u>Anne Arundel</u> Date Filed <u>19 83</u>		7/28/86
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented.

By: \_\_\_\_\_ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature] Berkeley Federal Savings & Loan  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Office Copy - Alphabetical



BERKELEY FEDERAL SAVINGS & LOAN  
MILLBURN, N.J.

1987 JAN 13 AM 8:49

H. ERLE SCHAFER  
CLERK

STATE OF MARYLAND

507 PAGE 128

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 00457 C237 R02

RECORDED IN LIBER 443 FOLIO 392 ON \_\_\_\_\_ (DATE)

Circuit Court

1. DEBTOR

Name Southward Corporation d/b/a Annapolis 4A Rentals  
Address 1919 Lincoln Drive, Annapolis, MD 21401

2. SECURED PARTY

Name Ingersoll-Rand Company  
Address 200 Chestnut Ridge Road  
Woodcliff Lake, N.J. 07675

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input checked="" type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

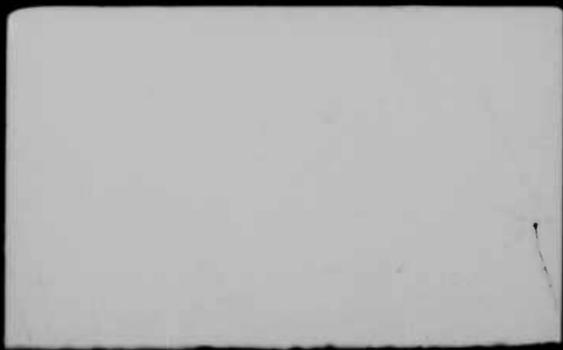


1987 JAN 13 AM 8:49  
ALEXLE SCHAFER  
CLERK

Dated 9-22-86

*Mary Brickmann*  
(Signature of Secured Party)  
Ingersoll-Rand Company  
Type or Print Above Name on Above Line

Mailed to Secured Party



This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es)  
Bay East Marina, Inc.  
410 Severn Avenue, Suite 216  
Annapolis, MD 21403

2 Secured Party(ies) and address(es)  
Donzi Credit Corporation  
4228 First Avenue  
Caller Service 105056  
Tucker, GA 30085-5056

3 Maturity date (if any):  
For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 263076 501-296  
Filed with Clerk of Anne Arundel County Date Filed August 1, 19 86

- 5  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10 Please add these additional locations to debtor's column:  
2106 General Hwy. Annapolis, MD  
519 Chester Avenue Annapolis, MD

No. of additional Sheets presented:

Bay East Marina, Inc.

Donzi Credit Corporation

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable)

By: Angela M...  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical STANDARD FORM - FORM UCC-3

Mailed to Secured Party

1987 JAN 13 AM 8:49

HELEN SCHAFER  
CLERK

BOOK 507 PAGE 130

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 07992 C237 R02

RECORDED IN LIBER 448 FOLIO 59 ON 3/23/82 (DATE)

1. DEBTOR

Name Ray Sears & Sons, Inc.  
Address 2387 Rutland Rd., Gambrills, MD 21054

2. SECURED PARTY

Name McClung-Logan Equipment Co., Inc.  
Address 4601 Washington Blvd., Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Termination</u> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

1987 JUN 13 AM 10:21  
MERLE SCHAFER  
CLERK

Mailed to Secured Party

Dated September 12, 1986

McClung-Logan Equipment Co., Inc.  
Thomas B. Logan, Pres  
(Signature of Secured Party)  
Thomas B. Logan, President  
Type or Print Above Name on Above Line

BOOK 507 PAGE 131

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 31777 C237 R02

RECORDED IN LIBER 424 FOLIO 1 ON 4/1/80 (DATE)

1. DEBTOR

Name Ray Sears & Sons, Inc.  
Address P.O. Box 329C, Gambrills, MD 21054

2. SECURED PARTY

Name McClung-Logan Equipment Co., Inc.  
Address 4601 Washington Blvd., Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dated September 12, 1986

McClung-Logan Equipment Co., Inc.

Thomas B. Logan, Inc.  
(Signature of Secured Party)

Thomas B. Logan, President  
Type or Print Above Name on Above Line

Mailed to Secured Party

1050

1987 JAN 13 AM 10:21  
H. ENLE SCHAFER  
CLERK

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 09102C777 R01 <sup>262027</sup>

RECORDED IN LIBER 498 FOLIO 312 ON 5/26/86 (DATE)

1. DEBTOR

Name Corman Construction Inc.  
Address 8111 Annapolis Junction Road, Jessup, MD 20794

2. SECURED PARTY

Name McClung-Logan Equipment Co., Inc.  
Address 4601 Washington Blvd., Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: Termination</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

McClung-Logan Equipment Co., Inc.

Dated Septmeber 12, 1986

Thomas B. Logan, Inc  
(Signature of Secured Party)

Thomas B. Logan, President

Type or Print Above Name on Above Line

Mailed to Secured Party

1987 JAN 13 AM 10:21  
H. ERLE SCHAFER  
CLERK



BOOK 507 PAGE 133

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3 262025

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 09105C777 R01

RECORDED IN LIBER 498 FOLIO 310 ON 5/26/86 (DATE)

1. DEBTOR

Name Cherry Hill Construction Co., Inc.  
Address P.O. Box 356, 8170 Mission Road, Jessup, MD 20794

2. SECURED PARTY

Name McClung-Logan Equipment Co., Inc.  
Address 4601 Washington Blvd., Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: Termination</b> <input checked="" type="checkbox"/> XXX</p> <p>(Indicate whether amendment, termination, etc.)</p>

1987 JAN 13 AM 10:21  
H. ERLE SCHAFER  
CLERK

Dated September 12, 1986  
Thomas B. Logan, President  
 McClung-Logan Equipment Co., Inc.  
 (Signature of Secured Party)  
 Type or Print Above Name on Above Line

Mailed to Secured Party

STATE OF MARYLAND

BOOK 507 PAGE 134

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 204 FOLIO 373 ON November 3, 1986 (DATE)

1. DEBTOR

Name The Yacht Basin Company, Inc.  
2 Compromise Street  
Address P.O. Box 168, Annapolis, MD 21404

2. SECURED PARTY

Name Security Savings and Loan Association  
18 Northeast Avenue  
Address Vineland, N.J. 08360

VKY48706H687

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) March, 1987

<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <u>TERMINATION</u> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

CHECK  FORM OF STATEMENT

1987 JAN 13 AM 10:21  
H. ERLE SCHAFER  
CLERK

Dated November 18, 1986

Mailed to Secured Party  
Cynthia Benetton  
(Signature of Secured Party)  
Security Savings and Loan Assoc.  
Type or Print Above Name on Above Line

BOOK 507 PAGE 135

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261672

RECORDED IN LIBER 497 FOLIO 465 ON May 1, 1986 (DATE)

1. DEBTOR

Name Executive Fishing Charters, Inc.  
Address 14 Germay Drive Wilmington, DE 19804

2. SECURED PARTY

Name Credit Alliance Corporation and/or Leasing Service Corporation  
Address 500 DiGiulian Blvd. P.O. Box 1680, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Partial Release only of the Following: (1) Grove Model TMS 300 S/N 47358</p> <p>Secured Party retains a security interest in all other machinery, inventory, Equipment, and goods as described in original financing Statement.</p>	

Dated December 22, 1986

CREDIT ALLIANCE CORPORATION and/or  
LEASING SERVICE CORPORATION  
*[Signature]*  
(Signature of Secured Party)  
Philip D. Cooper - Sr. V-P  
Type or Print Above Name on Above Line

Mailed to Secured Party

1987 JAN 13 AM 11:02  
M. ERLE SCHAFER  
CLERK

255707

CLERK  
HELEN SCHAFER

1987 JUN 13 PM 1:52

BOOK 507 PAGE 130

B

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

**FINANCING STATEMENT**

1. Debtor:  
ALLAN M. SHERMAN,  
MARGARET B. SHERMAN,  
and  
J. PATRICK MCGIVERN, JR.

Address:  
5701 - M. General Washington Dr.  
Alexandria, Virginia 22312

2. Secured Party:  
SECOND NATIONAL BUILDING  
& LOAN, INC.

Address:  
P. O. Box 2558  
Salisbury, MD 21801  
ATTN: William F. Brooks, Jr.

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in **Exhibit A** or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

*2052*

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in

BOOK 507 PAGE 137

the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any preceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with construction on or use of the premises.

4. The aforesaid items covered by this Financing Statement are included as security in a Deed of Trust and Assignment of Rents and Leases and Gross Income from Marina Business executed on even date herewith between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the **Anne Arundel County, Maryland.**

5. Proceeds of the collateral are also covered hereunder.

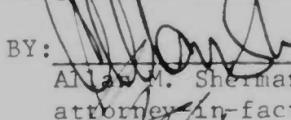
6. Property description: See attached **Exhibit A.**

Debtor:

ALLAN M. SHERMAN,  
MARGARET B. SHERMAN,  
and  
D. PATRICK MCGIVERN, JR.

  
\_\_\_\_\_  
Allan M. Sherman (SEAL)

  
\_\_\_\_\_  
Margaret B. Sherman (SEAL)

BY:   
\_\_\_\_\_  
Allan M. Sherman, her  
attorney-in-fact (SEAL)

  
\_\_\_\_\_  
J. Patrick McGivern, Jr. (SEAL)

Dated: 12/24/86

MR. CLERK: Return to:

David S. Bruce, Esq.  
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.  
80 West Street, P. O. Box 868  
Annapolis, Maryland 21404

s350482P.MLS

## EXHIBIT "A"

ALL that parcel of land situate, lying and being in Anne Arundel County, Maryland, and being described as follows:

BEGINNING for the same at iron pipe on W. side of 16 foot right of way, with use in common, running through Crandell property to Tracey's Creek, said point of beginning being distant the following courses and distances from the intersection of the center line of the County Road leading from Nutwell to Fairhaven with the center line of the County Road leading to the former Leitch Post Office viz: N. 29 deg. 48' E. 326.3 feet, N. 43 deg. 49' E. 130.1 feet to the intersection of the center line of said County Road to the former Leitch Post Office with the center line of the said 16 foot right of way, distant S. 22 deg. 55' W. 18.0 feet from the corner post at the end of the first line of the conveyance by Edwin G. Crandell and wife to Martha Rebecca Marshall by deed dated August, 1920 and recorded in Liber WNW 22 folio 434 of the Land Records of Anne Arundel County; thence running up the center line of said 16 foot road, N. 0 deg. 30' W. 295.7 feet and N. 18 deg. 05' W. 133.28 feet; thence leaving said center line, S. 73 deg. 23' W. 8.03 feet; thence leaving said beginning point so fixed and running S. 73 deg. 23' W. 379.72 feet to an iron pipe now set near the top of a hill on the North side of a private road; thence running due N. 191.5 feet to an iron pipe in a marsh on the shore line of a cove of Tracey's Creek; thence running with the said shore line S. 82 deg. 46' E. 99.6 feet and N. 49 deg. 12' E. 67.58 feet to a post in a marsh distant S. 2.5 feet from an iron pipe at the S.W. corner of the lot conveyed by Edwin G. Crandell and wife to Edwin P. Crandell and wife by deed dated September 26, 1946 and recorded in Liber JHH No. 391 folio 199 thence leaving said shore line and running thence through said marsh, S. 74 deg. 16' E. 72.1 feet to an iron fence picket at the S.W. corner of the concrete curbing around a pump house; thence leaving said marsh and continuing S. 74 deg. 16' E. 126 feet to an iron pipe now set on the W. side of 16 foot right of way; thence running with W. side of said right of way, S. 20 deg. 54' E. 65.06 feet to the place of beginning.

Containing 1.13 acres, more or less, according to a survey and plat by Edward Hall, 3rd, Registered Surveyor in August, 1952.

AND ALL that parcel of land situae, lying and being in the Eighth Election District of Anne Arundel County, Maryland, and described as follows:

FIRST PARCEL

BEGINNING for the same at an iron pipe found at the end of the South 73 degree 07 minute West 196.77 foot line of Parcel Number 2 of the conveyance by Edwin G. Crandell and wife to Edwin P. Crandell by deed dated July 24, 1958 and recorded among the Land Records of Anne Arundel County in Liber GTC 1221 folio 563; said beginning point also being at the end of the South 74 degree 16 minute East 198.10 foot line of the conveyance by Annie Crandell Gunther and husband to Lawrence B. Efta and wife by deed dated November 7, 1960, and recorded among the said land records in Liber GTC 1436 folio 545; thence

leaving said beginning point so fixed and running reversely with said line of the conveyance to Lawrence B. Efta and reversely with the line of the conveyance to Edwin P. Crandell, as now surveyed, North 74 degrees 16 minutes West 175.88 feet to the shoreline of a cove of Tracey's Creek; thence leaving said conveyance to Lawrence B. Efta and running with said shoreline North 37 degrees 22 minutes 50 seconds East 18.78 feet; thence leaving said shoreline and running through said conveyance to Edwin P. Crandell for a new line of division South 68 degrees 22 minutes 30 seconds East 169.84 feet to the place of beginning, containing, 1,536.46 square feet, as shown on the plat made by Edward Hall III & Associates, Surveyors, in April, 1971.

SAVING AND EXCEPTING THEREFROM HOWEVER, from the property described in Liber 2441 folio 371, the following described property:

SECOND PARCEL

BEGINNING for the same at an iron pipe there found at the beginning of Parcel number 1 of the conveyance by Edwin G. Crandell and wife to Edwin P. Crandell by deed dated July 24, 1958 and recorded among the said land records in Liber GTC 1221 folio 563; said beginning point also being at the beginning of the Due North 191.50 foot line of the conveyance by Annie C. Gunther and husband to Lawrence B. Efta and wife by deed dated November 7, 1960, and recorded among the said land records in Liber GTC 1436, folio 545; thence leaving said beginning point so fixed and running reversely with the closing line of the conveyance to Edwin P. Crandell and with the Due North Line of the Conveyance to Lawrence B. Efta, as now surveyed, Due North 172.83 feet to the shoreline of a cove of Tracey's Creek; thence leaving said conveyance to Edwin P. Crandell and running with the shoreline of said cove South 78 degrees 11 minutes 50 seconds East 17.15 feet to the end of a bulkhead; thence leaving said cove and running through said conveyance to Lawrence B. Efta for a new line of division South 05 degrees 39 minutes 30 seconds West 170.15 feet to the place of beginning, containing 1,536.46 square feet as shown on the aforementioned plat.

S35048ex.abz

Mailed to Secured Party

BOOK 507 PAGE 140

12 50  
File 2514

**Statement of Continuation, Termination,  
Assignment, Amendment or Release Under  
Uniform Commercial Code**

Anne Arundel Co., Md.

This Statement is presented to a Filing Officer for filing pursuant to Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 255236 recorded In Liber 481, Folio 438 on Jan. 17, 1985 (date)

**1. DEBTOR(S):**

Name(s): Cusimano and Sons, Inc.  
Address(es): 1404 Crain Highway, South, #205A  
Glen Burnie, MD 21061

**2. SECURED PARTY:**

Name: State National Bank of Maryland  
Address: 11616 Rockville Pike  
Rockville, MD 20852

Person and Address to whom Statement is to be returned if different from above.

Maryland Capitol Title Corporation  
2024 West Street  
Annapolis, MD 21401

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

- 3. ( ) CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. (X) TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ( ) ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
- 6. ( ) AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. ( ) RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

Mailed to Secured Party

1987 JAN 13 AM 11:33  
CLERK

**9. DEBTOR:**

Cusimano and Sons, Inc.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECURED PARTY:**

State National Bank of Maryland  
By Rebecca J. LeBrun  
Rebecca J. LeBrun, Loan Administration Officer  
(Type Name and Title)

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. B 497 Page No. 90  
Identification No. 261379 Dated Apr 21 1986

1. Debtor(s) Craig & Linda Laughlin  
Name or Names—Print or Type  
1534 Endsley Pl. Crofton MD 21114  
Address—Street No., City - County State Zip Code

**MAIL TO:** 2. Secured Party Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p><input type="checkbox"/> <b>A. Continuation</b> ..... The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> <b>B. Partial Release</b> ..... From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><input type="checkbox"/> <b>C. Assignment</b> ..... The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input checked="" type="checkbox"/> <b>D. Other:</b> ..... (Indicate whether amendment, termination, etc.)  <b>Termination</b></p>

Mailed to Secured Party

Dated: DEC. 03 1986  
Sears, Roebuck and Company  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

RECEIVED  
1987 JAN -9 AM 10:05  
H. ERLE SCHAFFER  
CLERK

13.50  
1/13/87

TO BE )  
 NOT TO BE )  
RECORDED IN )  
LAND RECORDS )

SUBJECT TO )  
 NOT SUBJECT TO )  
RECORDING TAX )  
ON PRINCIPAL )  
AMOUNT OF )  
\$ \_\_\_\_\_ )

FINANCING STATEMENT

1. Debtor(s):  
BTS MANAGEMENT CORPORATION  
Name or Names - Print or Type  
8055 Ritchie Highway Pasadena - Anne Arundel, MD 21122  
Address - Street No. City-County State Zip Code

2. Secured Party:  
Atlantic Leasing & Financial, Inc.  
Name or Names - Print or Type  
Suite 207, One North Charles St., Baltimore, Md. 21201  
Address - Street No. City-County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

QUANTITY	DESCRIPTION
1	Pasadena Sperry File Server 40 Megabyte Hard Disk
1	Novell Infoshare Multi-User Operating System
1	System Consol Monitor
2	ITT PC Extras
1	Okidata Printer
1	Custom User Interface and User System
1	Lotus 1-2-3 Software
1	Macola General Ledger and Accounts Payable
1	1200 Baud Autodial/Answer Modem with communications software
3	Laurel Contel 13 Line Key Service Unit
18	Pikesville Contel 400 E Cards
8	Odenton Contel 10 Button Telephones - Desk
6	Contel 10 Button Telephones - Wall
2	Contel Music-On-Hold Card

4. If above described personal property is to be affixed to real property, describe real property.  
5. If collateral is crops, describe real estate.  
6. Proceeds of collateral  are  are not covered.  
7. Products of collateral  are  are not covered.

DEBTOR(S): BTS MANAGEMENT CORPORATION : SECURED PARTY:  
Robert A. Sheir (Signature of Debtor)  
Robert A. Sheir (Type or Print)  
Atlantic Leasing & Financial, Inc. (Company, if applicable)  
Patricia L. ... (Signature of Secured Party)  
Patricia L. ... (Type or Print)  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address: Atlantic Leasing & Financial, Inc.  
Suite 207, One North Charles Street  
Baltimore, Maryland 21201

Mailed to Secured Party

1987 JAN -9 AM 10:05  
H. ERLE SCHAFFER  
CLERK

Anne Arundel County E445-1

11.50

TB

STATE OF MARYLAND

BOOK 507 PAGE 143

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 223795

RECORDED IN LIBER 399 FOLIO 600 ON 3/27/79 (DATE) Anne Arundel County

1. DEBTOR

Name Historic Annapolis, Inc.

Address 194 Prince George Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name Chase Manhattan Service Corporation

~~Chase Manhattan Leasing Corporation~~

Address 1 New York Plaza, New York, NY 10004

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other Termination  XX  
(Indicate whether amendment, termination, etc.)

H. ERLE SCHAFER  
CLERK

1987 JAN -9 AM 11:06

Dated 1/5/87

*Mary A. Mann*

(Signature of Secured Party)

Chase Manhattan Service Corporation  
Type or Print Above Name on Above Line

10.00  
52  
Mailed to Secured Party

TO BE RECORDED AMONG THE  
LAND RECORDS AND INDEXED  
AMONG THE CHATTEL RECORDS

THIS TRANSACTION IS SUBJECT TO  
RECORDATION TAXES ON THE AMOUNT  
OF \$ 61,600.00, WHICH HAVE  
BEEN PAID TO THE CLERK OF THE  
CIRCUIT COURT FOR Anne Arundel County

285610

FINANCING STATEMENT

Spa Creek Builders, Inc.

528 Tayman Drive, Annapolis, Maryland 21401

1. Debtor(s)

\_\_\_\_\_  
\_\_\_\_\_

2. Secured  
Party

KEY FEDERAL SAVINGS BANK

8601 LIBERTY ROAD, RANDALLSTOWN, MARYLAND-21133

3. This Financing Statement covers the following types of property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

4. If the above personal property is to be affixed to real property, describe  
real property.

5. Proceeds of collateral are covered.

6. Products of collateral are covered.

DEBTOR(S):

SECURED PARTY:

Spa Creek Builders Inc.

KEY FEDERAL SAVINGS BANK

BY

Edward M. Bavis, Jr.  
Edward M. Bavis, Jr., President

BY

\_\_\_\_\_

After this statement has been recorded please return to:

Dackman and Heyman, Attorneys, 2221 Maryland Avenue, Baltimore, Md. 21218

RECORDED  
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1987 JAN -9 AM 11:40

H. ERLE SCHAFFER  
CLERK

FB

11<sup>0</sup> 3

1. (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnaces, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

(b) All accounts, accounts receivable, contract rights and general intangibles in respect to or growing out of any and all leases, subleases or Contracts of Sale executed by the Debtor, as lessor or seller, for or in connection with the lease, sublease or sale of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease, sublease and/or sale pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect of or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases, subleases and/or Contracts of Sale are in existence on the date hereof or are hereafter created.

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to that parcels of land (and the improvements now or hereafter existing thereon) situated in Anne Arundel County, Maryland, which said parcels are more fully described as follows:

BEING KNOWN AND DESIGNATED as Lots Nos. 3348 and 3349, as shown on a Plat entitled Second Map of Woodland Beach, District No. I, Anne Arundel County, Maryland Sheet No. 2 and filed among the Land Records of Anne Arundel County in Liber FSR No. 3, folio 25. (now recorded in Plat Book 8, folio 13.)

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 265611

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated 12-22-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Depot, Inc.
Address 14 Arnold Road, Arnold, MD 21012

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bldg. 700, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash and non-cash) of such inventory, equipment, accounts and other rights to payments, and general intangibles.

1987 JAN 13 PM 3:59
H. ENLE SCHAFER
ELENIK

TB

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

THE DEPOT, Inc.

Barbara Ann Shields, Pres
(Signature of Debtor)

Barbara Ann Shields, President

Type or Print Above Name on Above Line

Robert Shields
(Signature of Debtor)

Robert Shields, Vice President

Type or Print Above Signature on Above Line

Called to Secured Party

Bay National Bank

David S. Proctor
(Signature of Secured Party)

David S. Proctor, Senior Loan Officer

Type or Print Above Signature on Above Line

11/50

285612

BOOK 507 PAGE 147

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT DISCLOSING ASSIGNMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

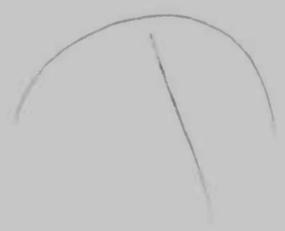
<u>DEBTOR</u>	<u>SECURED PARTY (OR PRIOR ASSIGNEE)</u>
<u>Commerce Electric Supply, Co., Inc.</u>	<u>Richmarc Leasing</u>
<u>700 Evelyn Avenue</u>	<u>700 Evelyn Avenue</u>
<small>(Name)</small>	<small>(Name)</small>
<u>Linthicum, Md. 21090</u>	<u>Linthicum, Md. 21090</u>
<small>(Address)</small>	<small>(Address)</small>

ASSIGNEE OF SECURED PARTY'S INTEREST  
THE FIRST NATIONAL BANK OF MARYLAND

Attn: Thomas B. Freeze  
(Name of Loan Officer)  
P.O. Box 1596  
(Address)  
Baltimore, Maryland 21203

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

See attached exhibit "A"



1987 JAN 15 AM 11:14  
 H. ERLE SCHAFER  
 CLERK

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate

Record Owner, if different from the Debtor: \_\_\_\_\_

3.  Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Assignee of Secured Party's interest named above at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>SECURED PARTY (OR PRIOR ASSIGNEE)</u>
<u>Commerce Electric Supply Co., Inc. (Seal)</u>	<u>Richmarc Leasing (Seal)</u>
<u><i>Marc Lessans</i> (Seal)</u>	<u><i>[Signature]</i> (Seal)</u>
<small>(Signature)</small>	<small>(Signature)</small>
<u>Marc Lessans, President</u>	<u>Richard Lessans, General Partner</u>
<small>(Print or Type Name)</small>	<small>(Print or Type Name)</small>

1150

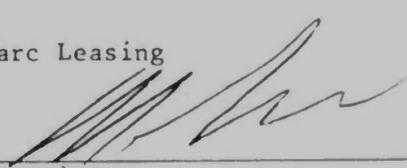
EXHIBIT A

Description of Equipment:

- 2 MICOM M88212/96 s/n 47081-1, 43734-1
- 2 MICOM M824 s/n 117887-1, 117888-1
- 1 515MB Field Upgrade: Controller  
T & V Diskette  
Cabinet  
Proms
- 1 2nd 515MB Disk Drive, Cables & Cabinet
- 1 9 slot Chassis with Cable
- 1 16 Way
- 1 (7X) 4K Words Cache Memory Plus 512KB

RichMarc Leasing

The First National Bank Of Maryland

  
\_\_\_\_\_  
(Borrower)

\_\_\_\_\_  
(Bank)

Mailed to Secured Party

2818 1988

255613

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT DISCLOSING ASSIGNMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR	SECURED PARTY (OR PRIOR ASSIGNEE)
<u>Commerce Electric Supply Co., Inc.</u> (Name)	<u>Richmarc Leasing</u> (Name)
<u>700 Evelyn Avenue</u> (Address)	<u>700 Evelyn Avenue</u> (Address)
<u>Linthicum, Maryland 21090</u>	<u>Linthicum, Maryland 21090</u>

ASSIGNEE OF SECURED PARTY'S INTEREST  
THE FIRST NATIONAL BANK OF MARYLAND

Attn: Thomas E. Freeze  
(Name of Loan Officer)  
P.O. Box 1396  
(Address)  
Baltimore, Maryland 21203

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

See attached exhibit "A"

1987 JAN 15 AM 11:14  
 H. ERLE SCHAFER  
 CLERK

*RB*

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate:

Record Owner, if different from the Debtor: \_\_\_\_\_

3.  Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Assignee of Secured Party's interest named above at the address stated.

DEBTOR (OR ASSIGNOR)	SECURED PARTY (OR PRIOR ASSIGNEE)
<u>Commerce Electric Supply, Co., Inc.</u> (Seal)	<u>Richmarc Leasing</u> (Seal)
<u><i>Marc Lessans</i></u> (Signature)	<u><i>[Signature]</i></u> (Signature)
<u>Marc Lessans, President</u> (Print or Type Name)	<u>Richard Lessans, General Partner</u> (Print or Type Name)

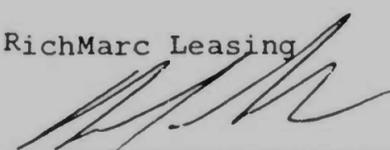
*1150*

## EXHIBIT A

## Description of EQUIPMENT:

- 1 ULTIMATE/Honeywell D2-DPS6, Release 10, Ultiword, Ultiplot, Ulticalc, Prof Tutorial. Two 60" Freestanding cabinets, 10 Slot Chassis, 30 AMP, 208 Volt Power Supply, Full Control Panel, 1024KB EDAC HD MOS and Controller, High Performance Processor (5X), Tape Controller, 9 Track, Dual Density 800/1600 BPI, 75 IPS Tape Drive, Disk Controller, 288MB Disk Drive with Cables and freestanding cabinet, 48 Active Ports, and Battery Backup.
- 1 600 LPM System Printer and Controller with Quietized Enclosure, Pedestal and Paper Catcher.
- 8 Digital Matrix 9/132 Forms Printers
- 28 Wyse 80/132 Video Display Terminals
- 2 SmartTerm/PC Packages
- 2 288MB Disk Packs
  
- 1 Rolm Telephone System, including all improvements and accessories thereto and all spare parts, tools, accessories and attachments now owned or hereafter acquired in connection therewith.

RichMarc Leasing

  
 (Borrower)

The First National Bank of Maryland

  
 (Bank)

Mailed to Secured Party

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT DISCLOSING ASSIGNMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

<u>DEBTOR</u>	<u>SECURED PARTY (OR PRIOR ASSIGNEE)</u>
Commerce Distributors, Inc. <small>(Name)</small>	Richmarc Leasing <small>(Name)</small>
700 Evelyn Avenue <small>(Address)</small>	700 Evelyn Avenue <small>(Address)</small>
Linthicum, MD 21090	Linthicum, MD 21090

ASSIGNEE OF SECURED PARTY'S INTEREST  
THE FIRST NATIONAL BANK OF MARYLAND

Attn: Thomas B. Freeze  
(Name of Loan Officer)  
P. O. Box 1596  
(Address)  
Baltimore, MD 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

See Attached Schedule "A"

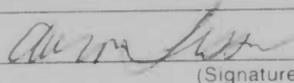
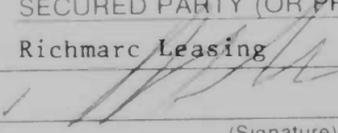
1987 JAN 15 AM 11:14  
 H. ERLE SCHAFER  
 CLERK

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate:

Record Owner, if different from the Debtor: \_\_\_\_\_

3.  Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Assignee of Secured Party's interest named above at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>SECURED PARTY (OR PRIOR ASSIGNEE)</u>
Commerce Distributors, Inc. (Seal)	Richmarc Leasing (Seal)
 (Seal) <small>(Signature)</small>	 (Seal) <small>(Signature)</small>
Aaron Lessans, President <small>(Print or Type Name)</small>	Richard Lessans, General Partner <small>(Print or Type Name)</small>

180

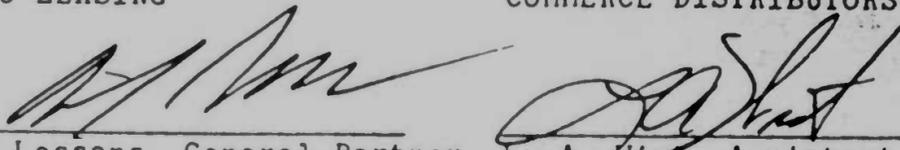
SCHEDULE "A"

DESCRIPTION OF EQUIPMENT:

- 1 Rolm Telephone System VSCBX, including all improvements and accessories thereto and all spare parts, tools, accessories and attachments now owned and hereafter acquired in connection therewith.

RICHMARC LEASING

COMMERCE DISTRIBUTORS, INC.



Richard Lessans, General Partner L. A. Wist, Assistant Secretary

Mailed to Secured Party

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT DISCLOSING ASSIGNMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

<u>DEBTOR</u>	<u>SECURED PARTY (OR PRIOR ASSIGNEE)</u>
Commerce Distributors, Inc. <small>(Name)</small>	Richmarc Leasing <small>(Name)</small>
700 Evelyn Avenue <small>(Address)</small>	730 Evelyn Avenue <small>(Address)</small>
Linthicum, Maryland 21090	Linthicum, Maryland 21090

ASSIGNEE OF SECURED PARTY'S INTEREST  
THE FIRST NATIONAL BANK OF MARYLAND  
 Attn: Thomas B. Freeze  
(Name of Loan Officer)  
 P.O. Box 1596  
(Address)  
 Baltimore, Maryland 21203

This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

Refer to attached listing (pages 1 and 2)

1597 JUN 15 AM 11:14  
HELEN SCHAFER  
CLERK

B

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate:

Record Owner, if different from the Debtor: \_\_\_\_\_

- 3.  Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Assignee of Secured Party's interest named above at the address stated

<u>DEBTOR (OR ASSIGNOR)</u>	<u>SECURED PARTY (OR PRIOR ASSIGNEE)</u>
Commerce Distributors, Inc. <small>(Seal)</small>	Richmarc Leasing <small>(Seal)</small>
 <small>(Signature)</small>	 <small>(Signature)</small>
Aaron Lessans, President <small>(Print or Type Name)</small>	Richard Lessans, General Partner <small>(Print or Type Name)</small>

17 40

## COMMERCE DISTRIBUTOR'S, INC.

## Hardware (Cont'd)

<u>Model#</u>	<u>Serial#</u>	<u>Description</u>
E6168-N B4		
E6242	VDR006316	DASHER D210 TERMINAL
E6245	KBA030336	D210/211 KEYBOARD
E6168-N B5		
E6242	VDR006317	DASHER D210 TERMINAL
E6245	KBA030337	D210/211 KEYBOARD
E6168-N B6		
E6242	VDR006318	DASHER D210 TERMINAL
E6245	KBA030338	D210/211 KEYBOARD
E6168-N B7		
E6242	VDR006321	DASHER D210 TERMINAL
E6245	KBA030339	D210/211 KEYBOARD
E6168-N B8		
E6242	VDR006322	DASHER D210 TERMINAL
E6245	KBA030340	D210/211 KEYBOARD
E6168-N B9		
E6242	VDR006323	DASHER D210 TERMINAL
E6245	KBA030341	D210/211 KEYBOARD
E6194	TDG000771	DASHER TERM PRTR S & R
E6194	TDG000772	DASHER TERM PRTR S & R
E6194	TDG000773	DASHER TERM PRTR S & R
E6194	TDG000774	DASHER TERM PRTR S & R
E6236	DWO001637	360 MB DISK 120V/60HZ
E8760-L	OVE000927	MV4000 2MB

KCE:dd  
CH110COMDIS:dp4

## COMMERCE DISTRIBUTOR'S, INC.

## Hardware (Cont'd)

<u>Model#</u>	<u>Serial#</u>	<u>Description</u>
E6168-N B4		
E6242	VDR006316	DASHER D210 TERMINAL
E6245	KBA030336	D210/211 KEYBOARD
E6168-N B5		
E6242	VDR006317	DASHER D210 TERMINAL
E6245	KBA030337	D210/211 KEYBOARD
E6168-N B6		
E6242	VDR006318	DASHER D210 TERMINAL
E6245	KBA030338	D210/211 KEYBOARD
E6168-N B7		
E6242	VDR006321	DASHER D210 TERMINAL
E6245	KBA030339	D210/211 KEYBOARD
E6168-N B8		
E6242	VDR006322	DASHER D210 TERMINAL
E6245	KBA030340	D210/211 KEYBOARD
E6168-N B9		
E6242	VDR006323	DASHER D210 TERMINAL
E6245	KBA030341	D210/211 KEYBOARD
E6194	TDG000771	DASHER TERM PRTR S & R
E6194	TDG000772	DASHER TERM PRTR S & R
E6194	TDG000773	DASHER TERM PRTR S & R
E6194	TDG000774	DASHER TERM PRTR S & R
E6236	DWO001637	360 MB DISK 120V/60HZ
E8760-L	OVE000927	MV4000 2MB

KCE:dd  
CH110COMDIS:dp4

Mailed to Secured Party

BOOK 507 PAGE 156

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Aeronautical Radio, Inc. 2551 Riva Road Annapolis, MD 21401		2. Secured Party(ies) and address(es) Chemical Business Credit Corp. 55 Water Street 18th Rm. New York, NY 10087  #8669-M007(00028)	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>623768</u> CLK OF CIRCUIT CO., ANNE ARUNDEL CO., Filed with <u>MD.</u>		<u>437-40</u> Date Filed <u>04/30/1981</u>	
5. <input type="checkbox"/> Continuation.	The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.		
6. <input checked="" type="checkbox"/> Termination.	Secured party no longer claims a security interest under the financing statement bearing file number shown above.		
7. <input type="checkbox"/> Assignment.	The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.		
8. <input type="checkbox"/> Amendment.	Financing Statement bearing file number shown above is amended as set forth in Item 10.		
9. <input type="checkbox"/> Release.	Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10.			

No. of additional Sheets presented:

By: \_\_\_\_\_ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: H. Grammer Authorized Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

MD  
1981

1987 JAN 15 AM 11:15

H. ERLE SCHAFER  
CLERK

507 PAGE 157

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) <b>Aeronautical Radio, Inc.</b> 2551 Riva Road Annapolis, MD 21401	2. Secured Party(ies) and address(es) <b>ChemCredit, Inc.</b> 55 Water Street New York, NY 10041 #8669-M007	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>237686 BK 437 PG 90</u> Filed with <u>CIRCUIT COURT ANNE ARUNDEL CO., MD.</u> Date Filed <u>04/30/ 19 81</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented:

By: \_\_\_\_\_ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).  
 \_\_\_\_\_ **ChemCredit, Inc.**  
 By: H. Gammert Authorized Signature(s) of Secured Party(ies)  
 STANDARD FORM - FORM UCC-3

(1) Filing Office: Copy - Alphabetical

1987 JUN 15 AM 11:15  
H. E. SCHAFER  
CLERK



Mailed to Secured Party

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  
Aeronautical Radio, Inc.  
2551 Riva Road  
Annapolis, MD 21401

2. Secured Party(ies) and address(es)  
ChemCredit, Inc.  
55 Water Street 18th Fl  
New York, NY 10041  
#8772-8669-025-000  
(1669-00133)

3. Maturity date (if any):  
For Filing Officer (Date, Time and Filing Office)

4. This Statement refers to original Financing Statement bearing File No. 02148  
Filed with CIRCUIT COURT ANNE ARUNDEL CO., ANNAPOLIS, MD Date Filed 445-01/04/1982

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

No. of additional Sheets presented:

ChemCredit, Inc.

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]  
Authorized Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical 445-400 STANDARD FORM - FORM UCC-3



1987 JAN 15 AM 11:15

1987 JAN 15 AM 11:15

H. ERLE SCHAFER  
CLERK

Mailed to Secured Party

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. CC101

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. 2663 recorded in  
Liber 81 502, Folio 283 on January 6, 1984 (Date).

1. DEBTOR(S):

Name(s) Whiskey Bottom Liquors, Inc  
Address(es) 9105-N All Saints Rd., Laurel MD 20707

2. SECURED PARTY:

Name First American Bank of Maryland  
8701 Georgia Ave., Silver Spring MD 20910  
Address REPLY TO: 5565 Sterrett Place, Ste 100, Columbia MD 21044

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

SECURED PARTY

FIRST AMERICAN BANK OF MARYLAND

By *Mary E. Becker*  
Mary E. Becker  
Asst. Vice President  
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.



1987 JAN 15 AM 11:15

H. ERLE SCHAFER  
CLERK

Mailed to Secured Party

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201

BOOK 507 PAGE 160

205619

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) RITCHIE BIKE & MOPED, INC. 8360 Md. Rt. 3 North Millersville, MD 21108	2. Secured Party(ies) and address(es) SIMPLICITY MANUFACTURING, INC. 500 N. Spring Street Port Washington, WI 53074	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: inventory now owned or hereafter acquired consisting of various types of power equipment together with parts and attachments relating thereto which have been supplied by the secured party.  COLLATERAL IS NOT SUBJECT TO RECORDATION TAX		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered;  proceeds of Collateral are also covered;  products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

RITCHIE BIKE & MOPED, INC.  
By: *[Signature]*  
Signature(s) of Debtor(s)

SIMPLICITY MANUFACTURING, INC.  
By: *[Signature]*  
Signature(s) of Secured Party(ies)  
Merlin J. Mueller - Credit Manager

(i) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

(1) The following person is hereby designated to whom the filing officer may deliver or mail this financing statement after it has been recorded: Merlin J. Mueller, Credit Manager, Simplicity Manufacturing, Inc., Port Washington, Wisconsin, and

(2) The underlying secured transaction being publicized by this financing statement is not subject to the recordation tax imposed by Article 81, Section 277 and 278, annotated Code of Maryland, 1962, suppl., as amended.

Mailed to Secured Party

*TB*

1987 JAN 15 AM 11:17

MERLE SCHAFFER  
CLERK

STATE OF MARYLAND

FINANCING STATEMENT Form UCC-1

Identifying File No.

BOOK 507 PAGE 161  
265620

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax  
indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in  
land records check here

This financing statement Dated 11-22-86 is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code

1. DEBTOR

Name STEPHEN R. SONKE & SARAH W. SONKE

Address 1714 STURBRIDGE PLACE, CROFTON, MD 21114

2. SECURED PARTY

Name MANUFACTURERS HONORABLE FINANCING SERVICES Ramsay Music

Address 6001 MONTROSE ROAD # 702 ROCKVILLE, MD 20852 161 WEST STREET ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) NOVEMBER 22, 1989

4. This financing statement covers the following types (or items) of property (list)

New ZIMMERMAN 1450H GRAND PIANO & BENCH  
S/N 37928

CHECK THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to  
(describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]  
STEPHEN (Signature of Debtor)

STEPHEN R. SONKE  
Type or Print Above Name on Above Line

[Signature]  
SARAH (Signature of Debtor)

SARAH W. SONKE  
Type or Print Above Signature on Above Line

Mailed to Secured Party

(Signature of Secured Party)

Type or Print Above Signature on Above Line

1987 JAN 15 AM 11:18

H. ERLE SCHAFER  
CLERK

TB

265621

FINANCING STATEMENT FORM 900-1  
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. \_\_\_\_\_  
SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated 11/21/80 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Richard N. Wetmore  
Address 5 Colonial Drive Clarksboro New Jersey 08020

2. SECURED PARTY

Name 1st Commercial Corp.  
Address 303 Second Street P.O. Box 3422 Annapolis, Maryland 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) December 30, 2001

4. This financing statement covers the following types (or items) of property: (List)

1- 1987 Johns 40' boat, Hull# LHR6003D687, Engine Serial# L:01237027 R: 01206997 Diesel Caterpillar, 320 HP

Assignee: Society For Savings  
1250 Silas Deane Highway  
Withersfield, Ct 06109

Home Anchorage: Annapolis, Maryland

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]  
(Signature of Debtor)

Richard N. Wetmore  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)  
Title: VP  
Type or Print Above Signature on Above Line

STATE OF MARYLAND  
CLERK OF THE COURT

1987 JAN 15 AM 11:18

HERLE SCHAFER  
CLERK

TB

Mailed to Secured Party

Aime Aronoff  
12/1/80

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. 205602

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NONE

If this statement is to be recorded in land records check here.

This financing statement Dated November 25, 1986, presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name California Advantage, Inc.

Address 7453 Candlewood Road, Hanover, Maryland

2. SECURED PARTY

Name Home Federal Savings and Loan Association

Address 625 Broadway, Suite 235, San Diego, CA 92185-0033

Attn: Manny Santaromana

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) NONE

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

See attached Exhibit "A" and made an integral part hereof.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

California Advantage, Inc.

*Charles C. Tillinghast, III*  
(Signature of Debtor)

Charles C. Tillinghast, III, President  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HOME FEDERAL SAVINGS AND LOAN

*Scotfield Hage*  
(Signature of Secured Party)

Scotfield Hage, Vice President  
Type or Print Above Signature on Above Line

1150

1987 JAN 15 AM 11:18  
H. ERLE SCHAFER  
CLERK

B

Debtor: California Advantage, Inc.  
Secured Party: Home Federal Savings and Loan Association  
UCC-1 Financing Statement Filing

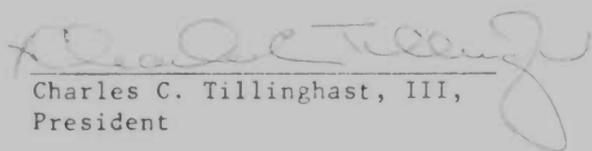
BOOK 507 PAGE 164

EXHIBIT "A"

"All present and future accounts, deposit accounts, accounts receivable, lease receivables, chattel paper, security agreements and debts secured thereby, documents, notes, drafts, instruments, general intangibles including, without limitation, tax refunds and returned goods. All present and hereafter acquired inventory wherever located, including but not limited to raw materials, work in process and finished goods. All present and hereafter acquired equipment wherever located, including but not limited to machinery and machine tools with motors, controls, attachments, parts, tools and accessories incidental thereto. All present and hereafter acquired, and wherever located, furniture, furnishings, fixtures and motor vehicles. All present and hereafter acquired, and wherever located, tools, dies, drawings, blueprints, catalogs and computer programs. All proceeds and products of the foregoing, including but not limited to money, deposit accounts, goods, insurance proceeds and other tangible or intangible property received upon the sale or disposition of the foregoing. All present and future patents, trade names, trademarks and goodwill. All present and future, and wherever located, books and records pertaining to the foregoing and the equipment containing said books and records. Except as to inventory held for sale, the debtor has no right to otherwise dispose of any of the collateral."

California Advantage, Inc.

By:

  
Charles C. Tillinghast, III,  
President

MMO/022  
11/86

Mailed to Secured Party

205623

BOOK 507 PAGE 165

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any)

1 Debtor(s) Last Name First and address(es):

Trubin Sutphin Sr. &  
Trubin Sutphin Jr. d/b/a/  
S & S Auto Performance  
1928 Lincoln Dr.  
Annapolis, MD. 21401

2 Secured Party(ies) and address(es):

Cap-Co Leasing Company  
1430 N. Meacham Rd.  
Schaumburg, IL. 60195

For Filing Officer  
(Date, Time, Number, and Filing Office)

4 This financing statement covers the following type(s) of property:

- 1 796-0005-10 Flywheel Grinder 230-60-1 S/N 002232
- 1 796-0110-09 Corner Cutting Tool Ass'y

5 ASSIGNEE OF SECURED PARTY

Capitol Leasing Company  
1430 N. Meacham Rd.  
Schaumburg, IL 60195

\*\*Not subject to recordation tax\*\*

6 Complete only when filing with Judge of Probate:  
The initial indebtedness secured by the financing statement is \$

Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented: 1

Filed with:

Trubin Sutphin Sr. & Trubin Sutphin Jr. d/b/a/  
S & S Auto Performance

*[Signature]*  
Trubin Sutphin Sr. (Signature of Debtor)

*[Signature]*  
Trubin Sutphin Jr. By:

*[Signature]*  
Barbara A. Kelly  
Signature of Secured Party

Barbara Kelly  
Asst. Treas.

(STANDARD)  
FILING OFFICER COPY-ALPHABETICAL

Mailed to Secured Party

1987 JAN 15 AM 11:18  
JULIE SCHAFER  
CLERK

TB

Anne Arundel County

265621

FINANCING STATEMENT

Filing Fee

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Command Technology, Inc. 2500 Cabover Drive, Suite H Hanover, Maryland 21076	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203  Attn: _____  Return to Secured Party
--	--

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Machining (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:  
MC-1000 VS Matsuura with M2 Control Serial Number 86025206

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction  (is not) exempt from the recordation tax. (Md)  
Principal amount of debt initially incurred is: \$102,000.00

DEBTOR:

SECURED PARTY:  
UNION TRUST COMPANY OF MARYLAND

Command Technology, Inc.  
By: George R. Braswell  
George R. Braswell, President

By: Frank H. Knoke  
Frank H. Knoke - Vice President  
November 28, 1986  
(Date Signed by Debtor)

1987 JAN 15 AM 11:21

THOMAS SCHAFER  
CLERK

TB

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

11/15/86  
7/4/86

FINANCING STATEMENT FORM UCC-1

Identifying File No. 255605

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name D.O. Zindorf Heating & Air Conditioning Inc.  
Address 37 Hudson Street, Annapolis, MD. 21401

2. SECURED PARTY

Name Master Lease Corp  
Address One Presidential Blvd, Bala Cynwyd, PA 19004

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

EKTS 2600 as more fully defined in lease A7949779 dated 12/02/86. This is for a lease and is filed for informational purposes only.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

(Signature of Debtor)

D.O. Zindorf Heating & Air Cond.  
Type or Print Above Name on Above Line

Donald O. Zindorf/President

(Signature of Debtor)  
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

1180.

1987 JAN 15 AM 11:23  
H. ERIC SCHAFER  
CLERK

BOOK 507 PAGE 168

205670

### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at AA County Clerk of the Court
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_  
A. Gary Goodman, D.D.S. 1419 Forest Dr.  
Annapolis, MD 21403

TB

6. Secured Party: Maryland National Bank Address: Department Church Circle  
 Post Office Box 987, Mailstop 500501  
 Attention V. Toni Cole Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property): (Continued on Schedule A)

Debtor: A. Gary Goodman, D.D.S.

Secured Party: Maryland National Bank

By: [Signature] (Seal)  
Type name and title, if any: A. Gary Goodman, D.D.S.

By: [Signature] (Seal)

By: \_\_\_\_\_ (Seal)  
Type name and title, if any: \_\_\_\_\_

V. Toni Cole/Retail Bank Rep.  
Type name and title: \_\_\_\_\_

1987 JAN 15 AM 11:21

EVILE SCHAFER  
CLERK

1150

THIS SCHEDULE A IS ATTACHED TO AND MADE A PART OF  
A SECURITY AGREEMENT DATED November 28, 1986 BETWEEN  
MARYLAND NATIONAL BANK AND A. Gary Goodman, D.D.S.

HARDWARE

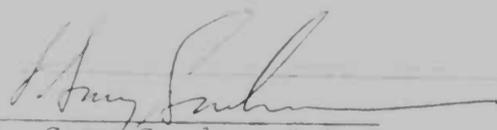
COMPAQ DESK PRO #286

IBM PRO PRINTER

SOFTWARE

COMPUTONTICS PRACTICE OUTLOOK

TRAINING

  
A. Gary Goodman, D.D.S.

Mailed to Secured Party

507 170

205607

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor and Address: One-O-One Enterprises, Inc.  
t/a Ponderosa Steak House #135-746  
86 Jumpers Hole Road  
Pasadena, Maryland 21122

One-O-One Enterprises, Inc.  
t/a Ponderosa Steak House #119-563  
2025 Sommerville Road  
Annapolis, Maryland 21401

One-O-One Enterprises, Inc.  
t/a Ponderosa Steak House #106-355  
7142 Ritchie Highway  
Glen Burnie, Maryland 21061

One-O-One Enterprises, Inc.  
t/a Ponderosa Steak House #128-680  
1492 Annapolis Road  
Odenton, Maryland 21113

2. Secured Party and Address: Belair Produce Co., Inc.  
Pratt & Janney Streets  
Baltimore, Maryland 21224

3. Maturity Date: January 10, 1987

4. This statement refers to original Financing Statements bearing Identification Nos. 246554-57  
Liber/Book No. 459  
folio/page Nos. 562-65  
Filed With Clerk, Anne Arundel County Circuit Court  
Date Filed March 21, 1983

5. This is a Termination Statement as the Secured Party no longer claims a security interest under the financing statement bearing file number as shown above.

6. Number of Additional Sheets Presented: none

Secured Party:  
BELAIR PRODUCE CO., INC.

By: Robert Berman  
Robert Berman, Vice President

1987 JAN 15 AM 11:22  
H. ERLE SCHAFER  
CLERK

TB

10-50

Mailed to Secured Party

H.A. Co. 13.50

BOOK 507 PAGE 171

3255 5

NOT SUBJECT TO RECORDING TAX  
265623

NOT TO BE RECORDED IN LAND RECORDS

### FINANCING STATEMENT

1. LESSEE(S) Samuel & Cheryl Howard III dba Wholesale Transmissions  
 Name or Names - Print or Type

403 Headquarters Drive Millersville, MD 21108  
 Address - Street No City - County State Zip

2. LESSOR L-J Leasing Company Baltimore Maryland 21208  
600 Reisterstown Road

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

1- Hoffman 3850 2 Post Lift 19853293

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are covered.

LESSEE(S): Samuel & Cheryl Howard III dba Wholesale Transmissions

By: Cheryl Howard  
Samuel P. Howard III  
 Signature of Lessee  
SAMUEL P. HOWARD III & CHERYL  
 Type or Print

\_\_\_\_\_  
 Signature of Lessee  
 \_\_\_\_\_  
 Type or Print

LESSOR: L-J Leasing Company

By: Louise E. Neutze  
 Signature of Lessor  
 Louise E. Neutze, Mgr.

Mailed to Secured Party

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

L-J Leasing Company  
 P.O. Box 21472  
 600 Reisterstown Road

1987 JAN 15 AM 11:22  
 H. ERLE SCHAFER  
 CLERK

1350

FINANCING STATEMENT

507 172

1.  To be recorded in the Land Records

2.  To be recorded among the Financing Statement Records

3.  Not subject to Recordation Tax FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.

205629

4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

5. Debtor(s) Name(s) / Lessee  
Westlex Ltd. Ptshp.

Address(es)  
130 Holiday Crt., #108  
Annapolis, MD 21401

6. Secured Party / Lessor  
Mt. Vernon Leasing, Inc., T/A Diversified Leasing  
Attention: Margaret A. Bracone  
(Type name & Title)

Address  
2024 West Street  
Annapolis, Maryland 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Westlex Ltd. Partnership

Debtors  
Michael Foundos (Seal)  
Michael Foundos, President (Seal)

FILED IN RECORDS  
CLERK

1987 JAN 15 AM 11:23

Mr. Clerk, Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.



FIRST FEDERAL SAVINGS  
& Loan Association of Annapolis

BOOK 507 PAGE 173

ANNAPOLIS AREA 266-6100 / BALTIMORE AREA 841-6700 / WASHINGTON AREA 261-8800

SCHEDULE A

LESSEE: Westlex Ltd. Ptsp.  
LEASE NUMBER: 6117

VENDOR: Brown Contracting

EQUIPMENT:

(1) Vulcan 60F6 Stove  
New Gas Lines

Mailed to Secured Party

STATE OF MARYLAND

BOOK 507 PAGE 171

A A Co.  
11-50  
CM07

FINANCING STATEMENT FORM UCC-1

Identifying File No.

205630

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J and R Bus Service, Inc.  
Address 8131 Oakwood Road, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name First Maryland Leasecorp  
Address 25 S. Charles Street  
Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Schedule A attached

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

J and R Bus Service, Inc.  
*Dolores M. Chalpent*  
(Signature of Debtor)

Dolores M Chalpent - V.P.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

First Maryland Leasecorp

*W.R. Brown*  
(Signature of Secured Party)

W.R. Brown - Account Executive  
Type or Print Above Signature on Above Line

RECORDED & INDEXED

1987 JAN 15 AM 11:23

H. ENLE SCHAFER  
CLERK

1150

507 175

SCHEDULE A

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

One (1) 1978 Chevrolet Model C60 school bus s/n CSE638V141526 with a 66 passenger Blue Bird school bus body.

Equipment Location: 8131 Oakwood Road, Glen Burnie, Maryland and various other locations

Mailed to Secured Party

D.M.C



507 PAGE 176

295631

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es) Happy Travelers, Inc. 8244 MD Rt.#3 Millersville, MD 21108	(2) Secured Party(ies) (Name(s) And Address(es)) General Electric Credit Corporation Suite 300 11121 Carmel Commons Blvd. Pineville, NC 28134	For Filing Officer
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es)	

(5) This Financing Statement Covers the Following types [or items] of property.  
All inventory, wherever located, whether new, used or repossessed, presently owned or hereafter acquired, and all equipment, present and future, used or intended for use in connection therewith, and all accounts, contract rights, documents, accounts receivable, general intangibles, chattel paper, books and records, presently existing or hereafter arising; together with any such property returned to or repossessed by the debtor and all present and future accessions to, substitutions for, products and proceeds of any of the foregoing; all reserves of any type, description or origin, established at any time by Secured Party, and all funds or property of the Debtor in possession of Secured Party, or in transit to or from Secured Party. Inventory includes but is not limited to mobile homes, manufactured homes, modular homes, motorhomes, travel trailers, camper units, and recreational vehicles.

Proceeds  
 Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)  
 Happy Travelers, Inc.

(By) Herbert Schwartz  
 Standard Form Approved by N.C. Sec. of State and other states shown above.  
 Anne Arundel County

Secured Party(ies) (or Assignees)  
 General Electric Credit Corporation  
 (By) Michael Suttner  
 Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
 Collateral is subject to Security Interest In Another Jurisdiction and   
 Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
 For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-1

Mailed to Secured Party

RECEIVED FOR RECORD

1987 JAN 15 PM 11:24

HERLE SCHAFFER CLERK

76

FINANCING STATEMENT

255632  
BOOK 507 PAGE 177

- 1.  To be recorded in the Land Records
- 2.  To be recorded among the Financing Statement Records
- 3.  Not subject to Recordation Tax
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 25,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

5. Debtor(s) Name(s) Address(es)  
 The Original Philadelphia Style IV, Inc. TOPS Profit Center  
 8360 Maryland Rt. 3 N.  
 Brightview Center  
 Millersville, Maryland 21104  
 and  
 496 Ritchie Hwy  
 Severna Park, MD 21146  
 1832 George Ave.  
 Annapolis, Maryland 21401

6. Secured Party Address  
 First Federal Savings & Loan Association of Annapolis  
 Attention: C. Partridge, Loan Clerk  
 (Type name & Title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

**A. Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

**B. Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

**C. General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

**D. Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

**E. All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

**F. Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

**G. Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors The Original Philadelphia Style IV, Inc.

By: Nikolaos Mamalis (Seal) \_\_\_\_\_ (Seal)  
 Nikolaos Mamalis, President \_\_\_\_\_ (Seal)

1987 JAN 15 AM 11:24  
 W. ERLE SCHAFER  
 CLERK

Mr. Clerk, Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

11-175 - 50 10



FIRST FEDERAL SAVINGS

& Loan Association of Annapolis 507 178

SCHEDULE A

All furniture now owned or hereafter acquired, together with all additions, all replacements thereof and substitutions therefor and all cash and non-cash proceeds and products thereof

Mailed to Secured Party

MAIN OFFICE 2024 WEST STREET ANNAPOLIS, MARYLAND 21401  
ANNAPOLIS 266-6700 - BALTIMORE 841-6700 - WASHINGTON 261-8800

• OPERATIONS CENTER 1002 GEORGE AVENUE ANNAPOLIS, MARYLAND 21401  
• ANNAPOLIS 263-7731 - BALTIMORE 269-1108 - WASHINGTON 201-200

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 507 PAGE 179  
285833  
Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Walter W. Higdon d/b/a Charlie's Machine Shop  
Address 7218 Ritchie Highway, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Sunnen Products Company  
Address 7910 Manchester Avenue  
St. Louis, Missouri 63143

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Certain machinery and equipment manufactured by Sunnen Products Company including:

1 CRH-50 Rod Heater Serial # 5285

and various tooling.

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Walter W. Higdon  
(Signature of Debtor)  
Walter W. Higdon d/b/a  
Charlie's Machine Shop  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

Mailed to Secured Party

Jean Guse  
(Signature of Secured Party)  
Jean Guse Credit Manager  
Sunnen Products Company  
Type or Print Above Signature on Above Line

1967 JUN 15 AM 11:24

H. ERNEST SCHAFER  
CLERK

TB

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

The Debtor is a transmitting utility

1 Debtor's Name (First and Last) and Address(es)  
Thomas, Darryl  
Lot D-6  
Holiday Mobile Estates  
Jessup, Md. 20794

2 Secured Party's Name(s) and Address(es)  
Mobile Home Associates  
Clark Rd.  
Jessup, Md. 20794

4 For Filing Office: Date, Title, No. Filing Office

5 This Financing Statement covers the following type(s) for item(s) of property  
The mobile home, manufactured by Zimmer, year 1976, model L 65, W 12, Serial # 16008, and all consumer goods, appliances, accessories, equipment and attachments now contained in the mobile home, and all accessories later affixed to mobile home, including proceeds and insurance proceeds of all of the foregoing.

6 Assignee(s) of Secured Party and Address(es)

P. S. F. S.  
Consumer Lending Department  
1234 Market Street—9th Floor  
Philadelphia, PA 19107

7  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8)

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

*Condition Sales Contract has been signed*

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

By *Darryl Richard Thomas*  
Signature(s) of Debtor(s)

By *Mobile Home Associates*  
*Hershel Martin pres*  
Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked)

(1) FILING OFFICE COPY - NUMERICAL  
[5-83]

STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

RECEIVED BY CLERK

1987 JAN 15 AM 11:24

H. ERLE SCHAFER  
CLERK

Mailed to Secured Party

265709

STATE OF MARYLAND

FORM 507 PAGE 181

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 12-1-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Baw-Co Inc. Benedict A. Widmer and Judith A. Miller

Address 1230 Cronson Boulevard, Crofton, MD 21114

2. SECURED PARTY

Name DiMarzo & Dellinger Truck Sales, Inc.

Address 1312 Ritchie Road, Capitol Heights, MD 20743

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

(1) 1987 Giant model C11664DB S/N 1D9AC6187H1009025 with 14' R/S steel dump body S/N 86091173

Name and address of Assignee Deutsche Credit Corporation 4 Greentree Center, Suite #204 Marlton, NJ 08054

NOT SUBJECT TO RECORDATION TAX

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

1987 JAN 15 AM 11:25

H. ERLE SCHAFER CLERK

Signature of Debtor

Benedict A. Widmer Type or Print Above Name on Above Line

Signature of Debtor

Judith A. Miller Type or Print Above Signature on Above Line

Signature of Secured Party Gary Dellinger Vice-President Type or Print Above Signature on Above Line

135



265635

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) EXECUTIVE OFFICE ASSISTANCE 1984 MORELAND PARKWAY SUITE 2 A ANNAPOLIS MD 21401	2. Secured Party(ies) and address(es) MID-STATES FINANCIAL CORP. 850 Algonquin Rd, Suite 103 Schaumburg, IL 60173-3808	For Filing Officer (Date, Time, Number, and Filing Office)
---	---	--

4. This financing statement covers the following types (or items) of property:  
"COLLATERAL IS NOT SUBJECT TO RECORDATION TAX"  
Per Attached Schedule "A"

This Equipment is owned by MID-STATES FINANCIAL CORP. and leased to EXECUTIVE OFFICE ASSISTANCE Lease #000X-1715-01 under a true lease. This filing is a memorandum of the lease transaction.

5. Assignee(s) of Secured Party and Address(es):

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected;

Check  if covered;  Proceeds of Collateral are also covered;  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

EXECUTIVE OFFICE ASSISTANCE  
By: [Signature]  
Signature(s) of Debtor(s)

MID-STATES FINANCIAL CORP.  
By: [Signature]  
Signature(s) of Secured Party

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

11.00  
50

1987 JAN 15 AM 11:42

H. ERLE SCHAFER  
CLERK

AB

MID-STATES FINANCIAL CORP.

BOOK 507 PAGE 184

'SCHEDULE A'

This 'Schedule A' is hereby affixed to and becomes a part of a certain UCC-1 form wherein the (Debtor/Lessee) acknowledge that MID-STATES FINANCIAL CORP. (Secured Party/Lessor) has an interest in or owns certain equipment.

This 'Schedule A' further defines or adds to the equipment being referred to by the UCC-1.

EQUIPMENT  
-----

- 1 BASE LEADING EDGE MODEL D

Mailed to Secured Party

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNE ARUNDEL COUNTY

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.  
Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Cunningham Sand and Gravel, Inc.  
1073 St. Stevens Church Road  
Crownsville, MD 21032

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Associates Commercial Corporation  
8002 Discovery Drive, #420  
Richmond, Va 23288

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

One (1) Komatsu Model WA600 Wheel Loader SN/10154  
One (1) Komatsu Model WA450 Wheel Loader SN/10285  
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF.

TRANSACTION EXEMPT FROM RECORDATION TAX

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Cunningham Sand and Gravel, Inc.

Signature of Debtor if applicable (Date)

*James Cunningham*

Associates Commercial Corporation

Signature of Secured Party if applicable (Date)

*Mike Haddock* 1-15-87

Mailed to Secured Party

1987 JAN 16 AM 9:15

H. ERLE SCHAFFER  
CLERK

50 B

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( X ) YES ( ) NAME OF RECORD OWNER

ANNE ARUNDEL COUNTY  
STATE CORPORATION COMMISSION  
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)  
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed  Cunningham Excavating, Inc. 1073 St. Stevens Church Road Crownsville, MD 21032	Check the box indicating the kind of statement. Check only one box.  <input checked="" type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION - ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION
---	--

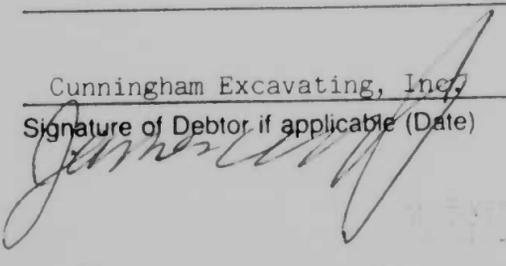
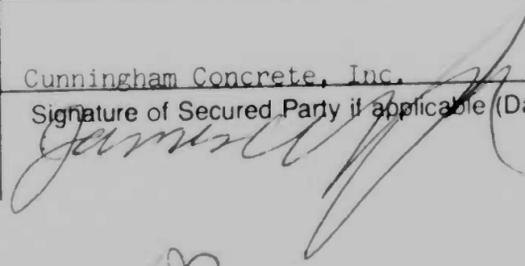
Name & address of Secured Party Cunningham Concrete, Inc. 1073 St. Stevens Church Road Crownsville, MD 21032	Name & address of Assignee Associates Commercial Corporation 8002 Discovery Drive, #420 Richmond, VA 23288
---	---

Date of maturity if less than five years	Check if proceeds of collateral are covered (X)
--	---

Description of collateral covered by original financing statement  
 Two (2) Caterpillar Model 621 Motor Scrapers SN/45P803 and 45P1269 and  
 One (1) Komatsu Model D85E Crawler Tractor SN/31450  
 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF.  
 TRANSACTION EXEMPT FROM RECORDATION TAX

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Cunningham Excavating, Inc. Signature of Debtor if applicable (Date) 	Cunningham Concrete, Inc. Signature of Secured Party if applicable (Date) 
--	--

Mailed to Secured Party 1997 JAN 16 AM 9:15

H. ERLE SCHAFER  
CLERK

205711

PRINT OR TYPE ALL INFORMATION

507

1987

20565

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES ( ) NAME OF RECORD OWNER

ANNE ARUNDEL COUNTY

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

<p>Name &amp; mailing address of all debtors, trade styles, etc. No other name will be indexed.</p> <p>Cunningham Concrete, Inc. 1073 St. Stevens Church Road Crownsville, MD 21032</p>	<p>Check the box indicating the kind of statement. Check only one box.</p> <p><input checked="" type="checkbox"/> ORIGINAL FINANCING STATEMENT  <input type="checkbox"/> CONTINUATION - ORIGINAL STILL EFFECTIVE  <input type="checkbox"/> AMENDMENT  <input type="checkbox"/> ASSIGNMENT  <input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL  <input type="checkbox"/> TERMINATION</p>
<p>Name &amp; address of Secured Party</p> <p>Associates Commercial Corporation 8002 Discovery Drive, #420 Richmond, VA 23288</p>	<p>Name &amp; address of Assignee</p>
<p>Date of maturity if less than five years</p>	<p>Check if proceeds of collateral are covered (X)</p>

Description of collateral covered by original financing statement Two (2) Caterpillar Model 621 Motor Scrapers SN/45P803 and 45P1269 and One (1) Komatsu Model D85E Crawler Tractor SN/31450

COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT EQUIPMENT AND ADDITIONS, AND ALL CHATTEL PAPER, ACCOUNTS, CONTRACT RIGHTS AND LEASES HERETOFORE OR HEREAFTER ARISING WITH RESPECT TO THE ABOVE COLLATERAL, AND ALL RENTAL PAYMENTS AND OTHER INCOME RELATING THERETO OR ARISING THEREFROM, AND ALL CASH AND NON-CASH PROCEEDS THEREOF.

TRANSACTION EXEMPT FROM RECORDATION TAX

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

<p>Cunningham Concrete, Inc.</p>	<p>Associates Commercial Corporation</p>
<p>Signature of Debtor if applicable (Date)</p> <p><i>[Signature]</i></p>	<p>Signature of Secured Party if applicable (Date)</p> <p><i>[Signature]</i> 1-15-87</p>

MAILED TO SECURED PARTY 1987 JAN 16 AM 9:15

H. ERLE SCHAFFER  
CLERK

603591 (8-82)



PRINT OR TYPE ALL INFORMATION 507 188 265639

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES ( ) NAME OF RECORD OWNER

ANNE ARUNDEL COUNTY

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements  
Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.  
Cunningham Excavating, Inc.  
1073 St. Stevens Church Road  
Crownsville, MD 21032

- Check the box indicating the kind of statement. Check only one box.
- ORIGINAL FINANCING STATEMENT
  - CONTINUATION - ORIGINAL STILL EFFECTIVE
  - AMENDMENT
  - ASSIGNMENT
  - PARTIAL RELEASE OF COLLATERAL
  - TERMINATION

Name & address of Secured Party  
Associates Commercial Corporation  
8002 Discovery Drive, #420  
Richmond, Va 23288

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement  
One (1) Komatsu Model D155A-1 Crawler Tractor SN/25409

COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF.  
TRANSACTION EXEMPT FROM RECORDATION TAX

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Cunningham Excavating, Inc.  
Signature of Debtor if applicable (Date)  
*James [Signature]*

Associates Commercial Corporation  
Signature of Secured Party if applicable (Date)  
*[Signature]* 1-15-87

1987 JAN 16 AM 9:15 TB

Mailed to Secured Party  
H. EARLE SCHAFFER  
CLERK

205640

BOOK 507 PAGE 189

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated December 30, 1986, presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name AERO-TEK, INC.

Address 95 Aquahart Road, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Stephen Bisciotti and James C. Davis

Address 95 Aquahart Road, Glen Burnie, Maryland 21061

John C. Joyce, Esq., Hogan & Hartson, 6701 Rockledge Dr, Bethesda, MD 20817  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All accounts, accounts receivable, contract rights, general intangibles, inventory, and other goods and tangible property of the debtor, now owned or hereafter acquired by the debtor; and all proceeds of any of the foregoing; all of the above being more fully described on Schedule A attached hereto.

Name and address of Assignee  
Sovran Bank/Maryland  
6610 Rockledge Drive  
Bethesda, Maryland 20817

NOT SUBJECT TO RECORDATION TAX.

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

AERO-TEK, INC.

By: [Signature]  
(Signature of Debtor)

Stephen Bisciotti, President  
Type or Print Above Name on Above Line

(Signature of Debtor)

[Signature]  
Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

Stephen Bisciotti  
Type or Print Above Name on Above Line

(Signature of Secured Party)

James C. Davis  
Type or Print Above Signature on Above Line

1987 JUN 16 AM 9:18

H. ERLE SCHAFER  
CLERK

TB

SCHEDULE A  
ATTACHMENT TO FINANCING STATEMENT

BOOK 507 PAGE 190

All of the Receivables, Payments, accounts, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the debtor; all other obligations or indebtedness owed to debtor from whatever source arising; all rights of debtor to receive any Payment in money or kind; all Inventory, raw materials, goods held for sale, lease or on consignment, packaging materials; all proceeds and products of any of the foregoing in any form, including cash, insurance proceeds, negotiable instruments and other evidences of indebtedness, chattel paper, security agreements and other documents; all of the debtor's rights as an unpaid seller, including stoppage in transit, detinue and reclamation; all guarantees or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items, all books of account and documents related thereto; copyrights, trademarks, trade names, good will, trade secrets and patents now owned or hereafter acquired by the debtor; all customer lists and other documents containing the names, addresses and other information regarding the debtor's customers, subscribers or those to whom the debtor provides any services; computer tapes, programs, discs and other material or documents relating to the recording, billing or analyzing of any of the above; all computers, word processors, data processors, terminals, printers, switches, interfaces, work stations, sheet feeders, software, cables, discs, instructional material, connectors and all parts, accessories, additions, substitutions, options together with all property or equipment used in connection with any of the above or which are used to operate or cause to operate any features, special applications, format controls, options or software or any or all of the above-mentioned items.

Proceeds and products of all of the above are also covered by this Financing Statement as are any or all of the above now owned or hereafter acquired by the debtor.

The terms used herein shall have the same meanings as set forth in a Loan and Security Agreement between the Secured Parties and the debtor.

2441J

Mailed to Secured Party

UNIFORM COMMERCIAL CODE  
Continuation, Termination,  
Release, Assignment, Etc.

Washington Law Reporter Form 1001  
1625 Eye St., N.W., Washington, D.C. 20006

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No.	_____
Date & Hour	_____

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
File Number of original Financing Statement \_\_\_\_\_

Date of Filing \_\_\_\_\_ Record Reference \_\_\_\_\_  
Maturity date (if any) \_\_\_\_\_

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Ladd, Thomas		6321 Shady Side Road,	Shady Side, Md.	20764

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER  
Filed: 10/25/82  
Liber: 455  
Folio: 206  
Filed in financing  
# 244713

RETURN TO:

Debtor(s) or assignor(s)

Thomas Ladd

L. Janashek, Credit Sales Mgr. (Seal)

(Corporate, Trade or Firm Name)

*L. Janashek*

Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

1750

Mailed to Secured Party

1987 JAN 15 AM 11:18

H. ERLE SCHAFER  
CLERK

BOOK 507 PAGE 192

RECEIVED DEC 1 8 1986

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No.	.....
Date &	.....
Hour	.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
(Last Name First)				

S & M Builders, Inc. 5303 Pennington Avenue, GlenBurnie, Maryland

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
--	------------	---------------	-------------	--------------

UNIVERSAL BANK 7919 ML King Jr. Highway, Lanham-Seabrook, Maryland

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

Accounts Receivable

RETURN TO:

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:       Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ **is not** subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)  
S & M Builders

By: Michael Eugene Punte  
Michael Eugene Punte  
President

(Type or print name under signature)

Universal Bank (Seal)  
(Corporate, Trade or Firm Name)

Barbara Materre, Assistant Vice Pres.  
(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

1987 JUN 16 PM 2:47

HELEN SCHAFER  
CLERK

TB

Return to  
11- Universal Bank  
7919 George Palmer Highway  
Lanham Seabrook MD  
20706

Mailed to Secured Party

RETURN TO:  
FEDERAL TITLE CORP.  
Suite 502  
401 Washington Ave.  
Towson, MD 21204

205712

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION, AND IN THE LAND RECORDS AND THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

SUBJECT TO RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

- 1. NAME AND ADDRESS OF DEBTOR: Stanley and Pnina Wilkins, life tenants and Wilkins Associates, remainderman c/o Wilkins Buick, Inc. 6913 Ritchie Highway Glen Burnie, Maryland 21061 Attention: Maury N. Wilkins
- 2. NAME AND ADDRESS OF SECURED PARTY: General Motors Acceptance Corporation 7310 Ritchie Highway Glen Burnie, Maryland 21061 Attn.: W. H. Hamill, Jr.

1987 JUN 16 PM 3:02  
H. FERLE SCHAFER  
CLERK

3. This Financing Statement covers the following types (or items) of property owned by Debtor:

(a) All fixtures, fittings, furnishings, appliances, apparatus, equipment and machinery, and all articles of personal property of every kind and nature whatsoever now or hereafter located in or upon any interest or estate in that certain parcel of real property and improvements now or hereafter thereon, located in Anne Arundel County, Maryland, and more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property"), or any part thereof, and used or usable in connection with any present or future operation of the Property, and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and escalators and any property of any tenant thereon to which Debtor as landlord would have access upon default by such tenant, and

507

including all equipment installed or to be installed and used in the operation of the building or buildings and appurtenant facilities to be erected in or upon the Property, and all building, paving and grading materials, supplies and equipment now or hereafter delivered to the Property and installable therein; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof;

(b) All leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items;

(c) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, security deposits, contract rights, accounts receivable, plans and specifications, rights in action with respect to the Property, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created on or for the Property, or any part thereof;

(d) All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;

(e) All proceeds of insurance policies concerning the Property or any of the afore described personal property, or both;

(f) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(g) All licenses and permits from any governmental authority necessary for or reasonably appropriate to the construction and/or operation of the Property.

The Property is also described in that certain Deed of Trust and Security Agreement of even date herewith, made between Debtor, Howard L. Christopher and W. H. Hamill, Jr., trustees thereunder and the Secured Party (the "Deed of Trust").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Deed of Trust between Secured Party and Debtor, as security for a loan (the "Loan") made by Secured Party to Debtor under and pursuant to the Deed of Trust.

5. Proceeds and products of the collateral are also covered.

6. The name of the record owner of the Property is Stanley and Pnina Wilkins, life tenants and Wilkins Associates, remainderman.

7. This transaction is SUBJECT TO from recordation tax. The principal amount of the debt initially incurred is \$1,000,000.00.

Debtor:

Stanley Wilkins (SEAL)  
Stanley Wilkins

and

Pnina Wilkins (SEAL)  
Pnina Wilkins

life tenants

and

WILKINS ASSOCIATES

By: [Signature] (SEAL)  
Maury N. Wilkins, General Partner

By: [Signature] (SEAL)  
Abigail M. Wilkins, General Partner

[Signatures continued]

[Signatures continued]

By:  (SEAL)  
Susan M. Wilkins, General Partner

By:  (SEAL)  
Deborah K. Wilkins, General Partner

remainderman

BORROWER

Date: January \_\_, 1987

Mr. Clerk: Please return to: Karen S. Koenig, Esquire  
Weinberg and Green  
100 South Charles Street  
14th Floor  
Baltimore, Maryland 21201

EXHIBIT ALEGAL DESCRIPTION OF LAND

8.1782 ACRE PARCEL LOCATED ON THE EAST SIDE OF GOVERNOR RITCHIE HIGHWAY, SOUTH OF DOVER ROAD, ANNE ARUNDEL COUNTY, MARYLAND.

BEGINNING for the same at a 3/4 inch pipe set on the east side of Governor Ritchie Highway, as laid out one-hundred-and-fifty feet wide and as referred to in the deed from The First National Bank of Baltimore, Trustee, and others, to Donald F. Obrecht and others, dated February 23, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H.814, Page 509, at the distance of 407.90 feet, as measured southerly along said east side of Governor Ritchie Highway and along a part of the last line of the land described in said deed from the beginning of said line, running thence, binding on the east side of said Governor Ritchie Highway and on a part of said last line (1) southerly, by a curve to the right with the radius of 2,621.64 feet, the distance of 541.72 feet, the chord of said arc being S00°25'24"W 540.75 feet to the beginning of said land, thence binding on the first and second lines of said land and on a part of the third line thereof three courses: (2) S36°34'10"E - 497.19 feet, (3) S01°19'10"E - 198.00 feet and (4) N50°10'50"E - 59.44 feet to the end of the third line of the land conveyed by Quad, Inc. to Manchester Land Corp. by deed dated April 29, 1965 and recorded among said Land Records in Liber L.N.P. 1897, page 238, thence binding reversely on said third line and reversely on a part of the second line of said last mentioned land two courses: (5) northerly, by a curve to the left with the radius of 3071.64 feet, the distance of 908.38 feet, the chord of said arc being N07°34'12"E - 905.08 feet, and (6) N06°23'50"E - 150.05 feet, thence (7) N83°36'10"W - 481.39 feet to the place of beginning.

Containing 8.1782 acres of land.

Subject to the right of way for ingress and egress and for utilities, sixty feet wide, along the last line of the land herein described.

Subject also to the right of way, one-hundred-and-fifty feet wide, and rights appurtenant thereto, granted in the deed from Roland N. Phelps and wife to Consolidated Gas, Electric Light and Power Company of Baltimore, dated December 5, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 658, page 14.

Subject also to the perpetual easement or right of way to be used as a road in common with others and to the perpetual easement for utilities granted and conveyed by Donald F. Obrecht and others to Manchester Land Corporation by deed dated July 22, 1965 and recorded among said Land Records in Liber L.N.P. 1897, page 241.

Being part of the land conveyed by Donald F. Obrecht and others to Allan L. Berman and others, co-partners trading as Ritchie Associates, by deed dated July 22, 1965 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1887, page 405.

Being the same property as described in a deed dated October 17, 1984 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3802, page 719 from Jean R. Berman, Irwin M. Sussman and Stephen M. Cooper, Trustees of the testamentary trust estate of Allan L. Berman, deceased, Merrill L. Bank, Henry Shapiro, Arthur H. Shapiro, Aaron Hyatt and Morris H. Wolf, Co-Partners trading as Ritchie Associates, a general partnership, to the within named Grantors.

Mailed to Secured Party

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Colonial Auto Supply, Inc.  
Address: 835 Ritchie Highway  
Severna Park, Maryland 21146

Taxable Debt-\$40,000.00

2. Name of Secured Party: ANNAPOLIS BANKING & TRUST COMPANY  
Address: P. O. Box 311  
Annapolis, Maryland 21404

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property:  
See Attached List:

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable: type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

1987 JUN 16 PM 4:10  
J. ERIC SCHAFER  
CLERK

Debtor(s):

Colonial Auto Supply, Inc.

By: *Arthur W. Jones*  
Arthur W. Jones, President

Secured Party:

Annapolis Banking & Trust Co.  
(Type Name of Dealership)

By: *William A. Busik*  
(Authorized Signature)

William A. Busik, Assistant V. Pres.  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

111  
280  
S

<u>QTY</u>	<u>MODEL</u>	<u>DESCRIPTION</u>
1	8634	Datapoint 8605 Processor/CRT " 512 K Memory " MFCA Serial #984974 Datapoint 9301 20MB Disk/Tape Serial #714710
1	9303	Datapoint 9303 20MB Disk Extensior Serial #795910
1	8605	Datapoint 8605 Processor/CRT " 512K Memory " MFCA " MFCA Serial #963600
1	M84	Okidata Printer Serial #154885
1	XP10	Cable 20'
1	IPBC	IPB Coaxial Cable 50'
1	9015	MFCA Cable 20'
2	80537	Cartridge Tapes

Mailed to Secured Party



BOOK 507 PAGE 202

Schedule A attached to and made a part  
of Financing Statement naming General  
Battery Corporation as Debtor and  
Norwest Bank Minneapolis, N.A.,  
as Trustee, as Secured Party

The attached financing statement covers the following types (or items) of property:

- (i) Each and every Receivable (as hereinafter defined) now existing or hereafter arising from time to time;
- (ii) All Inventory (as hereinafter defined), wheresoever located, whether now existing or hereafter from time to time acquired;
- (iii) All moneys, securities and instruments deposited or required at any time to be deposited in the Cash Collateral Account (as hereinafter defined);
- (iv) All Proceeds (as hereinafter defined) and products of any and all of the foregoing; and
- (v) All Records (as hereinafter defined) now or at any time hereafter existing or created by the Debtor relating to the foregoing (all of the above collectively, the "Collateral").

As used herein, the following terms shall have the following meanings:

"Cash Collateral Account" means a restricted non-interest bearing cash collateral account maintained with and under the sole dominion and control of the Secured Party.

"Inventory" means all of the inventory of Debtor, whether now existing or hereafter acquired, of every type or description, including, without limitation, all raw materials, work in process, finished goods, consigned goods to the extent of the consignee's interest therein, materials and supplies of any kind or nature which are or might be used in connection with the manufacture, packaging, shipping, advertising, selling or finishing of any such goods, and all other products, materials and supplies and all documents of title covering such inventory.

"Proceeds" has the meaning assigned that term under the Uniform Commercial Code as in effect in any relevant jurisdiction or under other relevant law and, in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Secured Party or Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any person acting under color of such authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Receivables" means all of the Debtor's rights to payment for goods sold or leased or services performed by Debtor, whether now in existence or arising from time to time hereafter, including, without limitation, rights evidenced by an account, note, contract, security agreement, chattel paper, or other evidence of indebtedness or security, together with (a) all security pledged, assigned, hypothecated or granted to or held by Debtor to secure the foregoing, (b) all of the Debtor's right, title and interest in and to any goods, the sale of which gave rise thereto, (c) all guarantees, endorsements and indemnifications on, or of, any of the foregoing, (d) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith, (e) all books, records, ledger cards, and invoices relating thereto, (f) all evidences of the filing of financing statements and other statements and the registration of other instruments in connection therewith and amendments thereto, notices to other creditors or secured parties, and certificates from filing or other registration offices, (g) all credit information, reports and memoranda relating thereto, and (h) all other writings related in any way to the foregoing.

"Records" shall mean all books, records, computer disks or tapes and other computer software relating to the Collateral.

GENERAL BATTERY CORPORATION

NORWEST BANK MINNEAPOLIS, N.A.,  
as Trustee

By: [Signature]

Title:

By: [Signature]

Title: Assistant Vice President

Mailed to Secured Party

205611

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY  
(To Be Recorded Among The Financing Statement Records)

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAMES AND ADDRESSES OF DEBTOR:

pld → JERDAN ENTERPRISES, INC. ←  
trading as  
CHILDREN'S LEARNING CENTER

229 Route 3 North  
Millersville, Md 21108

304 Candlewood Court  
Millersville, Md 21108

2. NAME AND ADDRESS OF SECURED PARTY:

EQUITABLE BANK, NATIONAL ASSOCIATION  
350 Hospital Drive  
Glen Burnie, Maryland 21061  
Attention: Denise Kerley  
Banking Officer

3. This Financing Statement covers the following property and all proceeds and products thereof:

(a) The interest of the Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the Mortgaged Property (as hereinafter defined), or used in connection with the present or future operation of the Mortgaged Property or any improvements thereon, and now owned or hereafter acquired by the Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor. The term "Mortgaged Property" as used in this Financing Statement means that certain real property located in Anne Arundel County, Maryland, and more particularly described in a Deed of Trust dated December 23, 1986, from the Debtor to A. Scott Crockett and Denise Kerley, Trustees, which Deed of Trust was recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, contemporaneously with the filing of this Financing Statement.

(b) Equipment. All of the equipment, furniture and fixtures of the Debtor, including, but not limited to motor vehicles, both now owned and hereafter acquired and wherever located together with (a) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith and (b) all replacements thereof and substitutions therefor.

(c) Accounts. All of the accounts and contract rights of the Debtor, both now owned and hereafter acquired, together

1987 JAN 16 PM 2:58  
DENISE KERLEY  
CLERK

TB

12/22/86  
gjd



with all returned, rejected or repossessed goods, the sale or lease of which shall have given rise or shall give rise to an account and all cash and non-cash proceeds and products of all such goods (as described below).

(d) Inventory. All of the Debtor's inventory, wherever located, both now owned and hereafter acquired, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

(e) Business Records. All of the Debtor's now and hereafter existing computer software, ledgers, files, records, books of account, correspondence and other documents relating to or used in connection with the Debtor's Equipment, Inventory, and Accounts, including, without limitation, all computer programs, computer operating systems computer memory and storage units (tapes, tape drives, disks, diskettes) and computer access instructions.

(f) General Intangibles. All general intangibles (including, without limitation, all books and records, things in action, contractual rights, goodwill, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired.

(g) Items on Deposit, Etc. The interest of the Debtor in, and to, any and all funds, securities, instruments, documents, and other property which are at any time paid to, deposited with, under the control of, or in the possession of, the Secured Party or any of its agents, branches, affiliates, correspondents, or others acting on behalf of the Secured Party (this security interest is intended to be in addition to any right or set-off or banker's lien that the Secured Party may otherwise enjoy under applicable law); and

4. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds (cash and non-cash) and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

5. The Debtor certifies that the underlying transaction is subject to a recordation tax on the principal amount of \$171,000.00, the same having been paid to the Circuit Court for Anne Arundel County with the filing of the Deed of Trust.

Debtor:

JERDAN ENTERPRISES, INC.  
trading as  
CHILDREN'S LEARNING CENTER

Secured Party:

EQUITABLE BANK, NATIONAL  
ASSOCIATION

By: Carolyn C. Jerdan (SEAL)  
Carolyn C. Jerdan  
President

By: Denise Kerley (SEAL)  
Denise Kerley  
Banking Officer

DATED: December 23, 1986

Clerk, please return to: Shaun F. Carrick, Esquire  
Miles & Stockbridge  
10 Light Street - Suite 1800  
Baltimore, Maryland 21202

507 206

FINANCING STATEMENT

265713

1. Name of Debtor: FRIENDSHIP BUSINESS CENTER LIMITED PARTNERSHIP, a Maryland limited partnership  
 Address: c/o MIE Development Company  
 6665 Security Boulevard  
 Baltimore, Maryland 21207

2. Name of Secured Party: The First National Bank of Maryland  
 Address: Commercial Real Estate Division  
 BANC 101-820  
 P. O. Box 1596  
 Baltimore, Maryland 21203  
 Attention: Laura Russell

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Indemnity Deed of Trust dated January 8, 1987 from Debtor to Patricia A. Brian and Anna M. Marcellino, Trustees, all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts in respect of any and all leases or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts are in existence or hereafter created and the proceeds thereof.

(c) Proceeds of all collateral are covered.

(d) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including but not limited to all rights to insurance and condemnation proceeds.

4. The record owner of the real property described in the Deed of Trust is Friendship Business Center Limited Partnership.

Debtor:

FRIENDSHIP BUSINESS CENTER LIMITED PARTNERSHIP, a Maryland limited partnership

By: Friendship Business Center, a Maryland general partnership, General Partner

By: [Signature]  
 Edward A. St. John, General Partner

1987 JAN 16 AM 9:04  
 H. ERLE SCHAFER  
 CLERK



EXHIBIT A

507 208

PROPERTY DESCRIPTION

ALL those tracts or parcels of land situated in Anne Arundel County, State of Maryland and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot 7R as shown on the Plat entitled "Resubdivision & Amendment of Plat 3 (94/3) and Part of Plat 2 (Parcel 1) (83/44) B.W.I. COMMERCE PARK", which Plat is recorded among the land Records of Anne Arundel County in Plat Book 102, folio 8.

Mail to Montgomery Tilt

### FINANCING STATEMENT

- 1  To Be Recorded in the Land Records of \_\_\_\_\_
- 2  To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3  Not subject to Recordation Tax
- 4  Recordation Tax has been paid on the principal amount of \$ 400,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5 Debtor(s) Name(s) Elizabeth M. Adler Address(es) 443 Emerald Woods Drive  
Oxford, Ohio 45056

6 Secured Party, Address Real Estate and Mortgage Division  
MARYLAND NATIONAL BANK 10 Light Street  
 Attention Charles S. Fitzgerald Fifth Floor  
 Baltimore, Maryland 21207

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated January 19 87 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s)  
Elizabeth M. Adler (SEAL)  
Elizabeth M. Adler  
 \_\_\_\_\_ (SEAL)

Secured Party  
 MARYLAND NATIONAL BANK  
 By: Charles S. Fitzgerald (SEAL)  
Charles S. Fitzgerald  
Vice President  
 Type name and title

Mr Clerk, Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

1987 JAN 19 PM 3:54  
 CHARLES S. FITZGERALD  
 CLERK  
 113

JAN 19 87

EXHIBIT A

BOOK 507 PAGE 210

PARCEL 1

BEING known and designated as Condominium Unit 2008-1, in Building AA, as shown on a condominium plat entitled "The Villages of Chesapeake Harbour, First Village Condominium, Section II, Building AA", recorded among the condominium plat records of Anne Arundel County in Plat Book 29, pages 39 through 41, inclusive, according to the Condominium Declaration of First Village Condominium recorded among the Land Records of Anne Arundel County, Maryland in Liber 3879, page 49; the First Amendment thereto recorded in Liber 3883, page 589; the Second Amendment thereto recorded in Liber 3885, page 342; the Third Amendment thereto recorded in Liber 3897, page 657; the Fourth Amendment thereto recorded in Liber 3964, page 359; the Fifth Amendment thereto recorded in Liber 3967, page 256 and the Sixth Amendment thereto recorded in Liber 3978, folio 781, together with an undivided interest in the common elements of the condominium as declared in the aforesaid Condominium Declaration and Amendments thereto and being a part of "The Villages of Chesapeake Harbour".

Being the same property which by Deed dated November 21, 1985 and recorded among the Land Records of Anne Arundel County in Liber 3983, page 308 was conveyed by Chesapeake Harbour, Inc. unto Elizabeth Swailes Adler.

PARCEL 2

BEGINNING for the same at a point measured along the Southeastern Right of Way line of the north bound lane of Maryland Route 3 (Crain Highway) as shown on SHA Plat No. 16266; said point of beginning being further located from the Westernmost corner of a subdivision known as part of the Stephen W. Duckett Property, and is more fully shown on a Plat of said property prepared by Dewberry & Davis, Inc., Richard W. Walker, Professional Land Surveyor, dated February 9, 1982, recorded among the Land Records of Anne Arundel County in Liber 3529 Folio 60 and another minor subdivision Plat known as the resubdivision of Lot 1/Common Access Easement and Lot 2 - recorded in Plat Book 3733 Folio 512: (1) 278.11 feet along the arc of a curve to the left having a radius of 5219.90 feet and a chord bearing North 40 degrees 08 minutes 56 seconds East 278.08 feet to a monument found and (2) North 38 degrees 37 minutes 21 seconds East 239.91 feet to the place of beginning of the parcel now being described; thence from said point of beginning and continuing along the Right Of Way line of Maryland Route 3;

1. North 38 degrees 37 minutes 21 seconds East 158.48 feet; thence leaving said Right of Way and running with the following four (4) new courses and distances, viz;
2. South 51 degrees 22 minutes 09 seconds East 220.30 feet,
3. South 38 degrees 22 minutes 08 seconds West 122.19 feet,
4. North 64 degrees 49 minutes 39 seconds West 195.22 feet,
5. North 29 degrees 59 minutes 22 seconds West 34.15 feet to the place of beginning, containing 0.76 Acres of land, more or less.

Being a part of the same property which by Deed dated December 27, 1984, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber EAC 3832, folio 452, was granted and conveyed from Stephen W. Duckett and Thelma L. Duckett, his wife, to Hopkins Road Associates, a Maryland Joint Venture.

Mailed to Secured Party

205676

BOOK 507 PAGE 211

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.	.....
Date &	.....
Hour	.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)....., January 15, 1988.....

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Thomas M. Boswell	1707	Columbia Road, N.W., #519,	Washington, D.C.	20009
Wendy B. Russell	1707	Columbia Road, N.W., #519,	Washington, D.C.	20009

Name of Secured Party or assignee	No.	Street	City	State
American Security Bank, N.A.	1501	Pennsylvania Avenue, N.W.,	Washington, D.C.	20013

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Attached Schedule A, covering the items located on or in property known as Lot No. 4, Plat 3 of 3, Old Cedar Point Subdivision, k/a No. 3313 Old Point Road, Mayo, Anne Arundel County, Maryland.

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner).....
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.....
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is.....

Debtor(s) or assignor(s)

Thomas M. Boswell (Seal)  
 Thomas M. Boswell (Corporate, Trade or Firm Name)  
Wendy B. Russell  
 Wendy B. Russell AMERICAN SECURITY BANK, N.A.  
 Signature of Secured Party or Assignee  
 By: Thomas M. Boswell  
 (Type or print name under signature) (Owner, Partner or Officer and Title)  
 Thomas M. Boswell, her Attorney-in-Fact (Signatures must be in ink)

UNIFORM COMMERCIAL CODE

Law Reporter Blank No. 1000

The Washington Law Reporter Company  
Cafritz Building, Washington, D. C. 20006

RETURN TO: 1987 JAN 20 AM 8:58

H. ERLE SCHAFER  
CLERK

1300  
80

SCHEDULE "A" TO FINANCING STATEMENT

All machinery, apparatus, equipment, fittings, fixtures, furniture and articles of personal property of every kind and nature whatsoever, other than consumable goods (and excluding property owned by tenants which according to the terms of any applicable leases may be removed by such tenants at the expiration of such leases), now or hereafter located in or upon the real estate or any part thereof, and used or usable in connection with any present or future operation of said real estate (hereinafter collectively called "Equipment"), whether now owned or hereafter acquired by the Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of the Debtor in and to any Equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien perfected by the filing of this financing statement and/or of any Deed of Trust in favor of the Secured Party; and all building materials, supplies and equipment now or hereafter delivered to the above described property and intended to be therein or thereon installed or incorporated; and all franchises, licenses, permits and appurtenances, now or thereunto belonging; and the reversion or reversions, remainder and remainders thereof; and all present and future leases of said property or any part thereof, and all extensions, renewals and modifications thereof; and all rents, issues and profits from said real estate; and all the estate, right, title and interest of the debtor in and to the same; and any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the above described real estate or personal property or either thereof, as the result of the exercise of any right of eminent domain, the alteration of any street, or any injury to or decrease in the value thereof; and the proceeds of all insurance thereon.

Mailed to Secured Party

265677

FINANCING STATEMENT

BOOK 507 PAGE 213

- To be recorded in the:
- (1) Financing Statement Records of the Maryland Department of Assessments and Taxation \_\_\_\_\_
  - (2) \_\_\_\_\_ in Land Records of \_\_\_\_\_ County \_\_\_\_\_
  - (3) Financing Statement Records of Anne Arundel County, Maryland \_\_\_\_\_ X \_\_\_\_\_

This Financing Statement evidences and publicizes the lien and provisions of a security agreement from the Debtor to Farmers National Bank of Maryland dated January 15, 1987, securing a debt in the principal amount of One Hundred Sixty Thousand Dollars (\$160,000.00). All required recordation tax in the amount of principal of One Hundred Sixty Thousand Dollars at \$7.00 per thousand = \$1,120.00. has been paid to Anne Arundel County, Maryland.

1987 JAN 20 AM 9:29  
H. CRISCHAFER

NAMES AND ADDRESSES OF DEBTOR:

Pizza Please, Inc.  
Ridgeview Plaza  
2649-F Old Annapolis Blvd.  
Hanover, MD 21076

NAME AND ADDRESS OF SECURED PARTY:

Lender:

FARMERS NATIONAL BANK OF MARYLAND  
5 Church Circle  
Annapolis, Maryland 21401

(PS)

2600  
1/12000  
SP



1. This Financing Statement covers the following items of property:

(a) Inventory. All of the Debtor's inventory both now owned and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

(b) The interest of Debtor in all alterations, leasehold improvements, building materials, fixtures, kitchen equipment, office equipment, furniture, and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtors or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnaces, oil burners or units thereof, appliances, vacuum cleaning systems, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs

and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

(c) All items of property specified on Exhibit A hereto as a part hereof, (which Exhibit A shall be in addition to and shall not be interpreted or construed to limit the generality of subparagraph (b) above).

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to that parcel of land (and the improvements now or hereafter existing thereon) situated in the 10 Taxing District of Anne Arundel County, Maryland, known as Ridgeview Plaza, Store 13, 2649-F Old Annapolis Blvd, Hanover, Maryland 21076.

Dated: January 15, 1982

DEBTOR:

PIZZA PLEASE, INC.

By: James Bala - President

Return to Farmers National Bank of Maryland (to the attention of Patsi Hall) at 5 Church Circle, Annapolis, Maryland, 21401.

Item	Qty.	Description	Price
1	1	Cash Registers	NIC
2	1	AMANA RC-8 microwave oven, 800 watts	
3	1	Metal Master UT2436SB, worktable, 24" X 3' w/ 1 1/2" backsplash & s/s undershelf	
4	1	Randell 9305, 48" 12 pan sandwich unit w/ optional drawer set, 5 yr. compressor warr. and caster set	
5	1	Custom wall shelf 4' X 12"	
5a	1	Sparke OSR-4, 4' check strip	
6	1	Soda Dispenser	
7	1	Metal Master #ED12-14-9 1/2-1 handsink w/ goose neck faucet, drop-in model	
8	1	Middleby Marshall PS-360D double gas Conveyor ovens, w/factory set-up & adjust and optional tray extension	2.
9	1	La Rosa 2093-PT, Pizza prep table w/ optional s/s overshelf, set of 3 prep racks and 5 yr. compressor warr.	
9a&b	2	Sparke #OSR-4, 48" check strip and #OSR-44 44" check strip to be mounted to item 9	
10	1	Custom s/s pass-thru double wallshelf 12" X 48"	
11	1	M. Masters #T3084SEBS, worktable 7' X 30" w/ s/s undershelf and 4" backsplash	
11a	1	Sparke OSR-5, 5' check strip	
12	1	M. Masters #T3096SEBS, worktable 8' X 30" w/ s/s undershelf & 4" backsplash	

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BOOK 507 PAGE 217

13	1	Anets #SDR-21, dough sheeter
14	5	Winholt #AL-1012B, Mobile sheet pan racks, 5" spacing @ 109.00 ea.
15	4	Winholt dunnage racks, galv. steel as follows: 2 ea. DR-4-12, 24" X 4' 1 ea. DR-5-12, 24" X 5' 1 ea. DR-5-12, 20" X 5'
16	1	Metro zinc, dry storage unit consisting of 4 ea. #74P posts 4 ea. 1848NZ zinc shelves
17	1	Berkel #825 slicer, 10"
18	1	M. Master #T3672SE-BS, worktable, 6' X 36" w/ s/s undershelf & 4" backsplash
19	1	Wallshelf
20	1	Berkel #VCM-40, vertical cutter mixer, 40 qt. w/ 2 ea. narrow knife sets
21	1	M. Master #314-10-3-18RL, Pot sink, 3 com- partments 18" X 24" & 2 drain boards 18" X 24"
22	Lot	T & S faucets as follows: 1 ea. B-265-69X faucet w/ 24" extension 1 ea. B-133 splash mounted prerinse 1 ea. B-109 wall bracket
23	1	Dunnage rack
24	1	Northland #UF-30R-NSF freezer, frost free, 26 cubic ft.
25	1	Manitowoc #ED-0402A, ice maker, 400 lb./ day, dice cube, air cooled w/ #C-400, 430 lb. storage bin

- 26            1            Vulcan walk-in cooler, 9' X 12' X 7'-2" high nominal size, floorless w/ vinyl covered screeds, 1 h.p. pre-assembled remote refrigeration system w/ 1 additional interior light
- 27            1 Set        Republic Steel #753813 employee lockers, 5 high, 2 wide w/ sloped tops & enclosed bases
- 28            2            Metro chrome dry storage units as follows:  
                 8 ea. 74P posts  
                 8 ea. 1860NC chrome shelves
- 29            1 Lot        Metroseal epoxy coated shelvings as follows:  
                 8 ea. 63PK posts  
                 6 ea. 2472NK shelves  
                 4 ea. 2160NK shelves  
                 2 ea. 2146NK shelves  
                 8 ea. S hooks
- 30            1            Custom exhaust hood w/ make-up air, 7' 6" X 5' 6" X 2' high galvanized steel to include: Duct work, fan, permits and installation. No electric

Taxable Equipment subtotal, items # 4, 5, 5a, 7, 9, 9ab, 10, 11a, 14, 15, 16, 21, 22, 24, 27, 28, & 29

5% Maryland Tax

Non-Taxable Equipment Subtotal

Estimated Freight

Est. Labor to deliver & setup all equip. to include erection & refrigerant piping of walk-in cooler, as well as start-up, adjust & 1 yr. service on all refrigerated items

Estimated Total

Mailed to Secured Party

### FINANCING STATEMENT

- 1  To Be Recorded in the Land Records of \_\_\_\_\_
- 2  To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3  Not subject to Recordation Tax
- 4  Recordation Tax has been paid on the principal amount of \$ 432,500.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5 Debtor(s) Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_  
 Wasfi E. Mansour \_\_\_\_\_ 27 Whittier Parkway  
 Leyla W. Mansour \_\_\_\_\_ Severna Park, Maryland 21146

RECORD FEE 12.00  
 POSTAGE .50  
 #47539 0777 R01 108.35  
 JAN 21 87

6 Secured Party \_\_\_\_\_ Address: Real Estate and Mortgage Division  
 MARYLAND NATIONAL BANK \_\_\_\_\_ 10 Light Street  
 Attention: Dennis R. Glasgow \_\_\_\_\_ Fifth Floor  
 (Annapolis REM Unit) \_\_\_\_\_ Baltimore, Maryland 21202

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated November 26, 1986 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (if being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):  
 \_\_\_\_\_ (SEAL)  
 Wasfi E. Mansour  
 \_\_\_\_\_ (SEAL)  
 Leyla W. Mansour

Secured Party:  
 MARYLAND NATIONAL BANK  
 By \_\_\_\_\_ (SEAL)  
 Dennis R. Glasgow  
 Assistant Vice President  
 Type name and title

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

10 50  
 (Bl)

1987 JAN 21 AM 9:50  
 H. L. SCHAFFER  
 CLERK

## SCHEDULE A

The land referred to in this Commitment is described as follows:

BEGINNING for the same at a point on the west side of Candlewood Road, 80 feet wide; said point being designated number 44 as shown on the plat entitled "Block A Baltimore Commons Business Park" and recorded among the Land Records of Anne Arundel County, Maryland in Book 58, page 47, plat number 3122 running thence and binding on the cut off leading from the west side of Candlewood Road to the south side Ashton Road as shown on the aforementioned plat (1) north 50 degrees 00 minutes 56 seconds West 60.21 feet, thence running and binding on the south side of Ashton Road, 80 feet wide (2) South 88 degrees 21 minutes 03 seconds West 250.00 feet, thence leaving the south side of Ashton Road and running for lines of division through the property of Kaiser Aetna, the two following courses, viz: (1) South 1 degree 38 minutes 57 seconds East 296.66 feet and (4) North 88 degrees 21 minutes 03 seconds East 302.51 feet to the west side of Candlewood Road, running thence and binding on the west side of Candlewood Road the two following lines, viz: (5) Northerly by a curve to the right having a radius of 803.94 feet for a distance of 110.00 feet said arc being subtended by a chord bearing North 5 degrees 34 minutes 08 seconds West 109.91 feet and (6) North 1 degrees 38 minutes 57 seconds West 147.00 feet to the place of beginning. Containing 1.995 acres of land, more or less.

Mailed to Secured Party.

FINANCING STATEMENT

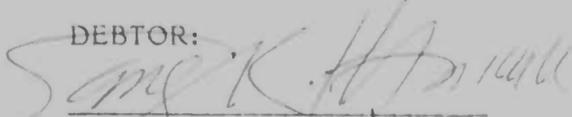
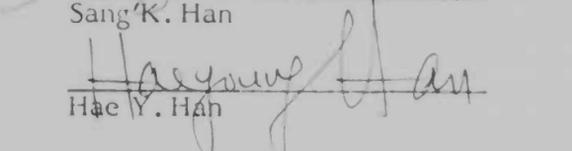
- 1.  To Be Recorded in the Land Records.
- 2.  To Be Recorded among the Financing Statement Record.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$250,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County

5. Debtor(s) Name(s)	Address(es)
Sang K. Han Hae Y. Han	480 Old Orchard Circle Millersville, MD 21207
6. Secured Party	Address
Equitable Bank, N.A.	491 Jumpers Hole Road Severna Park, MD 21146 Attn: Margaret R. Anderson

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

8. All or a portion of the property described above is affixed or is to be affixed to on the real estate described on Schedule A attached hereto and made a part hereof by reference.

DEBTOR:  
  
 Sang K. Han  
  
 Hae Y. Han

Address where Collateral will be located:

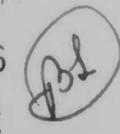
346 Hunner Road  
Anne Arundel County

Mr. Clerk: Please return to Blumenthal, Wayson, Downs & Offutt, P.A., 80 West Street, P.O. Box 868, Annapolis, Maryland 21404.

MWO-8

12.5

RECEIVED  
 1987 JAN 21 AM 9:56  
 H. ERLE SCHAFER  
 CLERK



SCHEDULE A

BOOK 507 PAGE 222

BEING KNOWN AND DESIGNATED as Lot B as shown on the Plat showing Subdivision of 6.14 acres, "THE E.H. PRICE PROP.", near Lakeshore as shown on the survey dated March 7, 1972 by J.R. McCrone, Jr., Inc. and recorded among the Land Records of Anne Arundel County in Liber 2482, folio 772.

TOGETHER with the right to use that 40' right of way for egress and ingress as shown on a survey dated March 7, 1972 by J.R. McCrone, Jr., Inc. and recorded among the Land Records of Anne Arundel County in Liber 2482, folio 772.

SUBJECT to the use in common with others in and to the 20' right of way as shown on a survey dated March 7, 1972 by J.R. McCrone, Jr., Inc. and recorded among the Land Records of Anne Arundel County in Liber 2482, folio 772.

BEING part of the same property described in a Confirmatory Deed of even date herewith from ELLEN H. PRICE, Grantor to SANG H. HAN and HAE Y. HAN, Grantees, recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, Maryland.

MWO--8

Mailed to Secured Party

265680

BOOK 507 PAGE 223

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

1987 JAN 21 PM 1:09  
CLERK

FINANCING STATEMENT

1. Debtor:  
JOHN B. CROWE  
and  
MYRA A. CROWE

Address:  
C/O John B. Crowe  
2098 Generals Highway  
Annapolis, Maryland 21401

2. Secured Party:  
SECOND NATIONAL BUILDING  
& LOAN, INC.

Address:  
P. O. Box 2558  
Salisbury, MD 21801  
ATTN: William F. Brooks, Jr.

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in **Exhibit A** or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in

222

225

the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

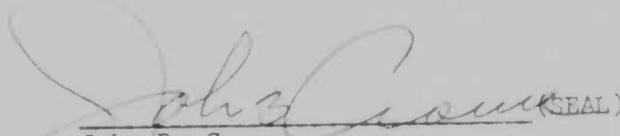
(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any business operated or construction performed on the premises.

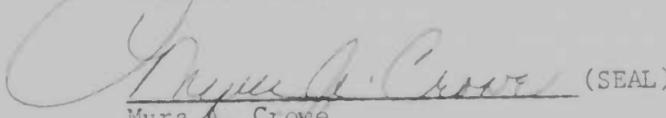
4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust and Deed of Trust Promissory Note executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the **Anne Arundel County, Maryland**.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached **Exhibit A**.

Debtor:

 (SEAL)  
John B. Crowe

 (SEAL)  
Myra A. Crowe

Dated: 12/12/86

MR. CLERK:

Please return to:

DAVID S. BRUCE, Esq.  
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.  
80 West Street, P. O. Box 868  
Annapolis, Maryland 21404

S350502P.MLS

EXHIBIT A-RIVA/87  
RIVA:12/3/86.4

EXHIBIT "A"

507 PAGE 225

All those two parcels of land situate in the Second Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the first at the intersection formed by the northwest right-of-way line of Riva Road as shown on Anne Arundel County Department of Public Works Plat 7 of 8, entitled "Riva Road, Bausum Road to Maryland Route 450", with the division line between Lot No. 26 and Lot No. 27 as shown on the plat entitled "Part of the Palmer Tract" and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 34, folio 119;

THENCE from the place of beginning so fixed, leaving said Riva Road and running with part of said division line, with meridian referred to Annapolis Grid North, North 37 degrees 53' 30" West 164.95 feet;

THENCE leaving Lots No. 26 and 27 and running for a new division line across part of Lot No. 23, as shown on said plat, North 23 degrees 23' 30" East 126.16 feet;

THENCE North 60 degrees 47' 08" West 17.90 feet to a point of curve;

THENCE with the arc of a curve to the right having a radius of 30.0 feet, a chord of North 19 degrees 33' 02" West 39.55 feet for an arc length of 43.18 feet to intersect the south right-of-way line of Maryland Route #450, as shown on the State Roads Commission Plat No. 26465;

THENCE running with said right-of-way line, South 68 degrees 16' East 13.01 feet;

THENCE leaving the right-of-way line of Maryland Route #450 and running with the right-of-way line of an unnamed road connecting Maryland Route #450 with Riva Road, and as shown on Plat 8 of 8, Anne Arundel County Department of Public Works Plat, South 16 degrees 01' 30" West 7.64 feet;

THENCE continuing with the right-of-way line of said unnamed connecting road along a regular curve to the right having a radius of 134.0 feet, a chord of South 49 degrees 38' 08" East 113.47 feet for an arc distance of 117.17 feet to a point of tangency;

THENCE continuing with said right-of-way line, South 24 degrees 45' 01" East 85.95 feet to a point of curve;

THENCE with the arc of a curve to the right having a radius of 89.59 feet, a chord of South 13 degrees 48' 38" West 111.69 feet for an arc length of 120.59 feet to a point of tangency on

WM

EXHIBIT A-RIVA/87  
RIVA:12/3/86.4

the northwest side of Riva Road;

BOOK 507 PAGE 228

THENCE with the northwest right-of-way line of Riva Road as shown on the above mentioned County Plat, South 52 degrees 22' 16" West 32.42 feet to the place of beginning.

CONTAINING 25,660 square feet, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in January 1970.

BEING part of Lots No. 23, 25 and 26 as shown on the plat entitled "Part of the Palmer Tract" and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 34, folio 119.

BEING part of three conveyances to Frank W. Wilde and Doris R. Wilde, his wife, and John C. Kalavritinos and Vivian Kalavritinos, his wife, by deeds as follows:

1. Dated July 15, 1964, from Daniel E. Keller and Margaret Keller, his wife, and recorded in Liber L.N.P. 1773, folio 157, conveying Lot No. 26.
2. Dated July 15, 1964, from Sylvia L. Marston and recorded in Liber L.N.P. 1773, folio 165, conveying Lots No. 22 and 23.
3. Dated July 15, 1964, from Sylvia L. Marston and recorded in Liber L.N.P. 1773, folio 175, conveying Lots No. 21 and 25.

The above described 25,660 square foot parcel being subject to: (a) revertible slope easements as shown on Anne Arundel County Department of Public Works Plats 7 and 8 of 8 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2273, folio 242; (b) easement area as shown on the State Roads Commission Plat No. 26465; and (c) easements, rights and covenants granted and reserved in a Deed from Frank W. Wilde, et al, to The English Company dated July 20, 1970, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2354, folio 253.

BEGINNING for the second at a point in the south right-of-way line of Maryland Route 450 as shown on the State Roads Commission Plat No. 26465; said point being located South 71 degrees 45' 50" East 90.20 feet from the intersection formed by the said right-of-way line with the division line between Lots No. 20 and 21, as shown on the plat entitled "Part of the Palmer Tract" and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 34, folio 119;

THENCE from the place of beginning so fixed and running with the south right-of-way line of Maryland Route 450 as shown on said State Roads Commission Plat and with courses referred to Annapolis Grid North, South 71 degrees 45' 50" East 6.65 feet to a bend in said right-of-way line;

EXHIBIT A-RIVA/87  
RIVA:12/3/86.4

BOOK 5017 PAGE 227

THENCE continuing with said right-of-way line, South 68 degrees 16' East 8.36 feet;

THENCE leaving said right-of-way line and running with the arc of a curve to the left having a radius of 30.0 feet, a chord of South 19 degrees 33' 02" East 39.55 feet for an arc length of 43.18 feet to a point of tangency;

THENCE South 60 degrees 47' 08" East 17.90 feet;

THENCE South 23 degrees 23' 30" West 15.08 feet;

THENCE North 60 degrees 47' 08" West 19.43 feet to a point of curve;

THENCE with the arc of a curve to the right having a radius of 45.0 feet, a chord of North 19 degrees 47' 56" West 59.03 feet for an arc length of 64.38 feet to the place of beginning.

CONTAINING 1,088 square feet, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in January 1970.

BEING part of Lot No. 22 and part of Lot No. 23 as shown on the plat entitled "Part of the Palmer Tract" and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 34, folio 119.

BEING part of the conveyance from Sylvia L. Marston to Frank W. Wilde and Doris R. Wilde, his wife, and John C. Kalavritinos and Vivian Kalavritinos, his wife, by deed dated July 15, 1964, and recorded among the said Land Records in Liber L.N.P. 1773, folio 165.

The above described 1,088 square foot parcel being subject to: (a) easement area as shown on the State Roads Commission Plat No. 26465; and (b) easements, rights and covenants granted and reserved in a Deed from Frank W. Wilde, et al, to The English Company dated July 20, 1970, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2354, folio 253.

And being the same property conveyed to John B. Crowe and Myra A. Crowe, his wife, by Special Warranty Deed dated December 17, 1986 from Castlewood Realty Company, Inc., a Maryland Corporation, intended to be recorded in the Land Records of Anne Arundel County, Maryland.

Mailed to Secured Party

WM

AHA/12-08-86  
1519s

BOOK 507 PAGE 228

FINANCING STATEMENT

265681

1. Name of Debtor: Address:  
CRANBERRY WOODS LIMITED c/o Stone & Associates  
PARTNERSHIP, a 1380 Equitable Bank Center  
Maryland limited 100 South Charles Street  
partnership Baltimore, Maryland 21201
2. Name of Secured Party: Address:  
MARYLAND NATIONAL BANK Real Estate Department  
Construction Finance Section  
10 Light Street  
Baltimore, Maryland 21202

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, machinery, equipment and tangible personal property of every kind and nature whatsoever now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises described in a certain Deed of Trust dated December 29, 1986 from Debtor to Trustees for the benefit of the Secured Party (the "Deed of Trust"), being all that property located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located including, without limitation, security deposits thereon, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, contract rights, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to,

- (i) all rights to insurance and condemnation proceeds, and
- (ii) all right, title and interest of the Debtor under a certain construction agreement between Debtor and Reds Dove, Inc.; and
- (iii) surveys, permits, approvals, studies, tests, plan specifications and other materials relating to the development of the property described in the Deed of Trust.

(d) Proceeds and products of all collateral are covered.

4. Not Subject to Recordation Tax.

1987 JAN 21 PM 3:23

H. ERLE SCHAFFER  
CLERK

*Handwritten initials/signature*

*Handwritten initials/signature in a circle*

POSTAGE REF 14.00  
2447 1987 JAN 21 15:22  
100 22 87

AHA/12-08-86  
1519s

BOOK 507 PAGE 229

5. The record owner of the real property described in the Deed of Trust is Cranberry Woods Limited Partnership.

Debtor:

CRANBERRY WOODS LIMITED  
PARTNERSHIP

Secured Party:

MARYLAND NATIONAL BANK

By: Wild Cranberry Woods  
Corp., its general partner

By Daniel S. Stone  
Daniel S. Stone, Vice  
President

By Lawrence J. Grady, Jr.  
Lawrence J. Grady, Jr.,  
Vice President

Mr. Clerk: Return to Frank, Bernstein, Conaway & Goldman  
300 East Lombard Street  
Baltimore, Maryland 21202  
ATTN: Ronald P. Fish

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY,  
MARYLAND
- ~~2. IN THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND.~~
- ~~3. WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF  
MARYLAND~~

EXHIBIT A

Description of the Property

ALL OF THAT lot or parcel of land located in Anne Arundel County, Maryland and more particularly described as follows:

BEING known and designated as Lots 1 through 29, both inclusive; Lots 31 through 33, both inclusive; "Rec Area" (containing 46,608 square feet); "Rec Area (containing 12,694 square feet); "Reserved Parcel" (containing 3851 square feet); "Open Space" (containing 385,952 square feet); "100th Year Flood Plain" (containing 20,558 square feet); the beds of "Cranberry Drive", "Wild Cranberry Court" and "Sweet Pea Path", all as shown on plats entitled CRANBERRY Plats one of three and two of three, recorded among the Land Records of Anne Arundel County in Plat Book 104, folio 9 and 10.

BEING and intended to be all of the property as set forth on the aforesaid plats entitled CRANBERRY, Plats one of three and two of three as recorded among the Land Records of Anne Arundel County in Plat Book 104, folio 9 and 10.

Mailed to Secured Party

FINANCING STATEMENT

265692

To be filed in the Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust (the Security Agreement) securing a debt in the aggregate principal amount of \$48,750.00 or so much thereof as may be advanced, on which Security Agreement all required transfer and recordation taxes, if any, have been paid.

NAMES OF DEBTORS:

Gernot H. Winkler and Gertraude Winkler, his wife,

ADDRESS:

312 Severn Avenue, Unit E-309 Annapolis, Maryland 21403

RECORD FEE 14.00 POSTAGE 1.50 #47696 0345 #01 115:53

JAN 21 87

NAME OF SECURED PARTY:

John Hanson Savings Bank, F.S.B.

TRUSTEES:

Gerald A. Cousino Charles A. Dukes, Jr. Jerry D. Whitlock

ADDRESS:

11700 Beltsville Drive Beltsville, Maryland 20705

1987 JAN 21 PM 3:57 H. FILE SCHAFER CLERK

1. This Financing Statement covers the following items of property located on that certain piece or parcel of land more particularly described on Schedule A attached hereto and made a part hereof:

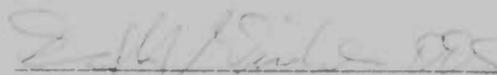
- A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtors and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Security Instrument hereinbefore mentioned.
- B. All proceeds of the above described collateral.
- C. All contract rights of and from the herein described property or any part thereof.

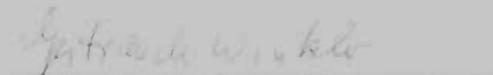
14/5

LAW OFFICES JOHN J. DWYER 2470 ANNAPOLIS ROAD SUITE 117 LANHAM, MARYLAND 20706 (301) 459-4000 (301) 459-5600

- D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real or personal property described in the Security Agreement heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (h) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real or personal property or any improvements thereon to the extent of all amounts which may be secured by said Security Agreement at the date of receipt of any such award or payment by the Secured Party and the reasonable counsel fees, costs, and disbursements incurred by the Secured Party in connection with the collection of such award or payment.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as Unit E-309 THE TECUMSEH and more fully described in and conveyed by the Debtors to the Trustees in the Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

DATED: December 31, 1986

 (SEAL)  
Gernot H. Winkler

 (SEAL)  
Gertraude Winkler

AFTER RECORDATION, RETURN TO:

John Hanson Savings Bank, F.S.B.  
11700 Beltsville Drive  
Beltsville, Maryland 20705

SCHEDULE A

18604

BEING a Condominium Unit shown and designated as Unit No. E-309 on a Master Plat and Building Plans entitled "The Tecumseh", which said Plat and Plans are recorded among the Condominium Plat Records of Anne Arundel County in Plat Book D, pages 1 thru 16, according to a Master Deed dated September 11, 1967 and recorded among the Land Records of Anne Arundel County in Liber MSH No. 2118 folio 422.

Mailed to Secured Party

LAW OFFICES  
JOHN J. DWYER  
9470 ANNAPOLIS ROAD  
SUITE 117  
LANHAM, MARYLAND 20706  
(301) 459-4000  
(301) 459-5600

BOOK 507 PAGE 234

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) Name and mailing address (Do not abbreviate) DESIGNER DISCOUNT LTD. 2129 FOREST DRIVE ANNAPOLIS, MD 21404	2. Secured Party(ies) Name and Address CONSOLIDATED ACCESSORIES CORPORATION 3140 IRVING BLVD DALLAS, TX 75247	3. For Filing Officer (Date, Time and Filing Office) OCTOBER 7, 20 19 80
--	--	---

4. This statement refers to original Financing Statement No. 234745 & 234977

Check if applicable  This Financing Statement Change is to be filed for record in the real estate records

5. A. Continuation The original Financing Statement is still effective. <input type="checkbox"/>	B. Assignment The Secured Party of record has assigned his interest in the following collateral to: <input type="checkbox"/>	C. Termination The Secured Party of record no longer claims a security interest under the Financing Statement. <input checked="" type="checkbox"/>	D. Partial Release The Secured Party of record releases the following collateral: <input type="checkbox"/>	E. Amendment The Financing Statement is amended, as set forth below: <input type="checkbox"/>
---	---	---	---	--

6. \_\_\_\_\_

1987 JUN 22 PM 12  
M. J. SCHAFER  
CLERK

By \_\_\_\_\_ Signature(s) of Debtor(s)

By DAVID LEDERMAN Signature(s) of Secured Party(ies)

CONSOLIDATED ACCESSORIES CORPORATION



BOOK 507 PAGE 235

205731

Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records of Anne Arundel

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Land Records Anne Arundel

NAME	Street	City	State
1. Debtor(s)			
<u>Marks Rentals, Inc., a Maryland corporation</u>			
<u>37 Walker Avenue</u>			
<u>Baltimore, Maryland 21208</u>			

2. Secured Party: SOVRAN BANK/MARYLAND  
 6610 Rockledge Drive, Bethesda, MD 20817  
 Attn: Loan Administration

RECORD FEE 17.00  
 STAGE 50  
 #40076 0345 P01 T16:18  
 JAN 27 87

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check  one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate Frankie Wilson & Sons, Inc.

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to ~~the Secured Party~~ Carol K. Lisman, Esq., Melnicove, Kaufman, Weiner, Smouse & Garbis, P.A., 36 S. Charles St., Suite 600, Baltimore, Maryland 21201  
 Debtor(s) or Assignor(s)  
MARKS RENTALS, INC.

Secured Party: SOVRAN BANK/MARYLAND  
 By: [Signature]  
 Type Name Marc A. Tohir  
 Title Vice President

By: [Signature]  
Donald Himelfarb, President

Type or Print Name and Title of Each Signature

17

SCHEDULE "A"

(a) All chattels on the premises described in Exhibit A intended to be incorporated in the improvements thereon, and all materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, furniture and furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the premises or used in connection with the present or future operation of said premises, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, partitions, ducts, compressors, and other equipment and property used in the operation of the premises whether now located or hereafter placed upon the premises.

(b) All accounts receivable in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All contract rights in respect of any and all leases executed by Debtor, as Lessor, of any part or parcel of the described land and improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

BOOK 507 PAGE 237

(d) All present and future accounts, contract rights, general intangibles, chattel paper, documents, instruments, actions and rights in actions with respect to the real and personal property described in the Deed of Trust between the parties and to be recorded among the Land Records of the County where the real property is located, including but not limited to all rights to insurance and condemnation proceeds.

0845i

- 2 -

0845i:05/21/85:69

PAGE 507 PAGE 238

EXHIBIT A

Being known and designated as Lots 489, 490, 491, 492, 492 A, 492 B, 500, 501, 502, 503 and 504, Ferndale Farms, Section 'C', as shown on a plat entitled, "Ferndale Farms, Section 'C'", dated March 18, 1957 and recorded among the Land Records of said County in Plat Book 15, folio 21.

5581g/2

LAW OFFICES OF  
MELNICOVE, KAUFMAN,  
WEINER, SMOUSE  
& GARBIS, P.A.  
36 S CHARLES STREET  
BALTIMORE, MD  
21201-3060

Mail to Atlantic Title

- 26 -

5581g:12/11/86:80



BOOK 507 PAGE 239

205732

Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records of \_\_\_\_\_

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other American Records and Credit

RECORD FEE 18.00  
 POSTAGE 50  
 34007 0345 RM TIX:17  
 JUN 27 1987

1. Debtor(s) 102 Associates, a Maryland general partnership  
37 Walker Avenue  
Baltimore, Maryland 21208

2. Secured Party: SOVRAN BANK/MARYLAND  
6610 Rockledge Drive, Bethesda, MD 20817  
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check  one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: 102 Associates, a Maryland general partnership

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to ~~the Secured Party~~ Carol K. Lisman, Esq.; Melnicove, Kaufman, Weiner, Smouse & Garbis, P.A., 36 S. Charles St., Suite 600, Baltimore, Maryland 21201 (Debtors) or Assignor(s)

Secured Party: SOVRAN BANK/MARYLAND  
 By: [Signature]  
 Type Name Marc A. Tohir  
 Title Vice President

102 Associates, a Maryland general partnership  
 By: [Signature]  
Donald Himelfarb, Partner  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Type or Print Name and Title of Each Signature

SCHEDULE "A"

(a) All chattels on the premises described in Exhibit A intended to be incorporated in the improvements thereon, and all materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, furniture and furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the premises or used in connection with the present or future operation of said premises, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, partitions, ducts, compressors, and other equipment and property used in the operation of the premises whether now located or hereafter placed upon the premises.

(b) All accounts receivable in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All contract rights in respect of any and all leases executed by Debtor, as Lessor, of any part or parcel of the described land and improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(d) All present and future accounts, contract rights, general intangibles, chattel paper, documents, instruments, actions and rights in actions with respect to the real and personal property described in the Deed of Trust between the parties and to be recorded among the Land Records of the County where the real property is located, including but not limited to all rights to insurance and condemnation proceeds.

0845i

0845i:05/21/85:69

- 2 -

EXHIBIT "A"

BEGINNING for the same on the eastmost side of Hammonds Ferry Road, at a point distant north 03 degrees, 47 minutes, east 265.00 feet from the point where the eastmost side of the said Road is intersected by the second line of a conveyance from Lewis Morris and Georgia V. Morris, his wife, to Frank G. Chaney and Ada M. Chaney, his wife, by Deed dated January 22, 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 394, folio 409, and running thence with the eastmost side of the said Road, north 03 degrees 47 minutes, east 216.79 feet; thence leaving the said Road and running with the northmost boundary of the whole tract, of which the land herein described is a part, south 70 degrees 00 minutes, east 383.35 feet; thence continuing with the said outline, and with part of the westmost boundary of the land heretofore conveyed to Daniel Moore and Regina L. Moore, his wife, by August O. Brauer and Martha Brauer, south 20 degrees, 00 minutes, west 141.50 feet; thence leaving the said line and binding on a cemetery lot, north 70 degrees 00 minutes west 52.00 feet and south 20 degrees 00 minutes west 46.00 feet; thence leaving the said cemetery lot and running north 74 degrees 32 minutes west 271.50 feet to the place of beginning. Containing 1.54 acres of land, more or less.

SAVING AND EXCEPTING all that lot of ground which by Deed dated March 18, 1969 and recorded among the Land Records of Anne Arundel County in Liber 2297, folio 93, between James M. Broussard and Kathryn V. Broussard and The State Roads Commission of Maryland, acting for and on behalf of the State of Maryland.

Mail to Atlantic Title

AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 207-126 Rev. 2-84

BOOK 507 PAGE 243

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. 245693 recorded in  
Liber 457, Folio 453 on 1/7/83 at Anne Arundel County  
Date Location

1. DEBTOR(S):  
Name(s) Stursa Equipment Co., Ltd.  
Address(es) 1223 Dorsey Road, Glen Burnie, Maryland 21061

2. SECURED PARTY:  
Name Maryland National Bank  
Address P. O. Box 871, Annapolis, Maryland 21404

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.

4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Change of Address:  
Stursa Equipment Company Limited  
1223 Dorsey Road  
Glen Burnie, Maryland 21061



RECORD FEE 10.00  
POSTAGE .50

JAN 28 10:07  
JAN 28 87

9. SIGNATURES.

Marv Stursa, President  
Stursa Equipment Company, Limited

SECURED PARTY  
Maryland National Bank  
By Harrell D. Copeland, Jr.  
Harrell D. Copeland, Jr. Asst. Vice President  
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signar.

Mailed to Secured Party

10. P. 3

**FINANCING STATEMENT**

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 50,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County.

5. Debtor(s) Name(s): Parkton Floor Company, Inc. Address(es): 8211 Cloverleaf Drive  
Millersville, Maryland 21108

RECORD FEE 11.00  
 RECORD TAX 350.00  
 POSTAGE .50  
 #48131 CD40 R01 110:08

6. Secured Party: Maryland National Bank Address: Department Annapolis Collateral Unit  
 Attention G. Patrick Post Office Box 987, Mailstop 600501  
 Baltimore, Maryland 21203

JAN 28 1987

(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including without limitation, all proceeds of any insurance policies covering all or any part of such property.

A *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

*Description of Collateral (or Real Property). (Continued on Schedule A).*

Debtor: Parkton Floor Company, Inc.

Secured Party: Maryland National Bank

By: David C. Hayes, Pres. (Seal)  
Type name and title, if any

By: Constance F. Kallay (Seal)

By: David C. Hayes, Pres. (Seal)  
Type name and title, if any

Constance F. Kallay, Asst. Vice Pres.  
Type name and title

110  
 3200  
 2

This Schedule A is attached to and becomes a part of a note and security agreement between Parkton Floor Company, Inc. and Maryland National Bank dated January 6, 1987.

60 ft. of warehouse pallet racks  
 2 Skid Jacks  
 1 Compressor  
 1 Fork Lift  
 1 Masonary Wet Saw  
 1 18" Floor Buffer  
 Displays and Samples  
 Air Conditioning Equipment  
 Heating Equipment  
 Front Window and Door  
 Warehouse Door  
 1985 Ford Van Serial # 1FTDE14Y1FHBD7717

Mailed to Secured Party

Parkton Floor Company, Inc.

*David C. Hayes Pres.*  
 David C. Hayes, Pres.

507 PAGE 248

285721

To Be Recorded In The Land Records  
And In The Chattel Records Of The  
Local Jurisdiction And Among The  
Financing Statement Records Of The  
State Department Of Assessments  
And Taxation.

Subject To Recording Tax  
On Principal Amount Of \$332,000.00  
Which Was Paid To The Clerk Of The  
Circuit Court Of Anne Arundel County,  
Maryland Upon The Filing Of A Deed  
Of Trust.

**FINANCING STATEMENT**  
(Maryland - U.C.C.-1)

1. **DEBTOR:** **JOHN C. LOUIS COMPANY, INCORPORATED**  
1805 Cherry Hill Road  
Baltimore, Maryland 21230

2. **SECURED PARTY:** **UNION TRUST COMPANY OF MARYLAND**  
7 St. Paul Street, 4th Floor  
Baltimore, Maryland 21202

Attention: Lynn S. Harrison,  
Real Estate Finance Representative

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:

- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.
- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on

2100  
50



the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

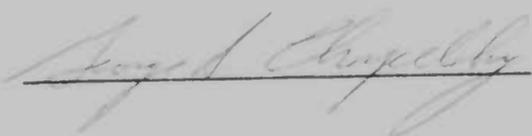
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
  - d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
  - e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
  - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
  - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
  - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
  - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property. Exhibit A attached hereto consists of 2 page(s).

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5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

**DEBTOR:**

JOHN C. LOUIS COMPANY, INCORPORATED,  
A Maryland Corporation



By:  (SEAL)  
Wilmer S. Davison,  
President

Date: December 18, 1986

TO FILING OFFICER: After this Statement has been recorded, please return to:

Patrick Ash  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (BRL) 5796

5796  
L-00.40

EXHIBIT A

## Parcel 1

BEGINNING for the same at a pipe set on the East side of Maryland Route 2 (Ritchie Highway), said point being located North 82 degrees 18 minutes 28 seconds East 50.0 feet from Station No. 7+50 on the base line of right of way line, as shown on the State Roads Commission Plat No. 30691; thence running from said beginning point so fixed and with the right of way line as shown on said plat and leaving said Md. Route 2, North 44 degrees 50 minutes 26 seconds East 125.34 feet to a pipe set on the South side of Arundel Corporation Road; thence running with the south side of said road North 82 degrees 53 minutes 28 seconds East 98.89 feet to a pipe found thence leaving said road and running with part of the Northerly 700 feet more or less line in the conveyance from Lucy Hammond to Elroy O. Wilson by deed dated June 22, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2621 page 541, reversely, and as now surveyed, South 03 degrees 26 minutes 36 seconds East 235.22 feet to a pipe found on the North side of Cherry Lane as shown on said SRC Plat No. 30691; thence with the North side of Cherry Lane South 86 degrees 33 minutes 24 seconds West 153.59 feet to a pipe set at a point of curve, thence with a curve to the right having a radius of 30.0 feet a chord bearing and distance of North 50 degrees 34 minutes 01 seconds West 40.82 feet for an area distance of 44.90 feet to a pipe set at a point of tangency on the East side of said Maryland Route 2, (Ritchie Highway), as shown on said SRC Plat; thence with the East side of Maryland Route No. 2 North 07 degrees 41 minutes 32 seconds West 118.04 feet to the place of beginning. Containing 0.91 acres, more or less. The improvements thereon being now known as No. 6301 Ritchie Highway.

BEING the same property, which by Deed dated January 10, 1984 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3689, folio 624 was granted and conveyed by W. Emerson Brown, Jr., Personal Representative of the Estate of Elroy O. Wilson, deceased to John C. Louis Company, Incorporated.

## Parcel 2

BEGINNING FOR THE SAME at a point formed by the intersection of the easterly right of way line of Governor Ritchie Highway, Maryland Route 2, 100 feet wide, as shown on State Roads Commission right of way Plat No. 19387 and the southerly right of way line of Cherry Lane, 30 feet wide, as shown on the aforesaid State Roads Commission right of way Plat No. 19387; thence leaving the place of beginning and running and binding on the southerly right of way line of Cherry Lane, north 86 degrees 29 minutes 31 seconds east, 144.85 feet; thence leaving the southerly right of way line of Cherry Lane and running for two lines of division across the land described in Parcel Two of a conveyance from Harry A. Schmuck and Joseph I. Schmuck, etc. by deed dated March 20, 1928, south 4 degrees 59 minutes 44 seconds east, 185.02 feet and south 85 degrees 00 minutes 16 seconds east, 145.00 feet to intersect the said easterly right of way line of Governor Ritchie Highway at a point north 4 degrees 59 minutes 44 seconds west, 350.00 feet from the intersection formed by the said easterly right of way line of Governor

BOOK 507 PAGE 250

Ritchie Highway and the northerly right of way line of Warfield Road as shown on the State Roads Commission right of way Plat No. 19388; thence running and binding on the easterly right of way line of Governor Ritchie Highway the three following courses and distances: (1) north 4 degrees 59 minutes 44 seconds west 89.04 feet (2) north 4 degrees 42 minutes 44 seconds west 17.86 feet and (3) by a curve to the left northeasterly 81.88 feet said curve having a radius of 11509.16 feet and a chord bearing and distance of north 4 degrees 54 minutes west, 81.88 feet to the place of beginning. Containing 0.622 Acres, more or less.

SAVING AND EXCEPTING, however, that portion of the property conveyed to the State of Maryland to the use of the State Roads Commission of Maryland by Deed dated October 25, 1966 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2037 folio 107 and shown on SRC Plat No. 30691.

BEING the same property which by Deed dated January 2, 1980 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3280 folio 705 was granted and conveyed by David H. Greenberg to Alan R. Greenberg and Marcie N. Greenberg, in fee simple.

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L-00.40

Mailed to Secured Party

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 801-7 Ed. 1/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. 247594 recorded in  
Liber 462, Folio 393 on June 3, 1983 (Date).

1. DEBTOR(S):  
 Name(a) Wellham Medical Associates  
 Address(es) 14 Wellham Avenue, Glen Burnie, MD 21061

2. SECURED PARTY:  
 Name First National Bank of Maryland  
 Address 18 West Street, Annapolis, Maryland 21401  
 Attn: Gail A. Zickafoose

M. Willson Offutt, IV, 80 West Street, Annapolis, MD 21401  
 Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
 (Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.

4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORD FEE 10.00  
50  
JUN 29 1983

9. SIGNATURES. Wellham Medical Associates

By: *[Signature]*  
Surya P. Mundra, M.D., Partner  
By: *[Signature]*  
Mdaya Sunkara, M.D., Partner  
By: *[Signature]*  
Edwin C. Fulton, M.D., Partner

SECURED PARTY  
First National Bank of Maryland  
By: *[Signature]*  
Gail A. Zickafoose, Sr. Regional Mktg. Officer  
(Type, Name and Title)

DEBTOR(S)  
(Necessary only if Item 8 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

Mailed to Secured Party

10.00

FINANCING STATEMENT

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285735

This Financing Statement is presented to the Clerk of the Circuit Court for Anne Arundel County, Maryland for filing pursuant to the Uniform Commercial Code.

	<u>NAME OF DEBTOR</u>	<u>ADDRESS</u>
1.	Hammond Building Limited Partnership	177 Defense Highway Suite 6 Annapolis, Maryland 21401

RECORD FEE 14.00

	<u>NAME OF GUARANTORS</u>	<u>ADDRESS</u>
2.	Jimmy R. Hammond and Constance S. Hammond	177 Defense Highway Suite 6 Annapolis, Maryland 21401

POSTAGE 50  
#43490 CT77 001 T14-21  
JAN 29 87

	<u>NAME OF SECURED PARTY</u>	<u>ADDRESS</u>
3.	Annapolis Federal Savings and Loan Association	140 Main Street Annapolis, Maryland 21401

4. This Financing Statement covers the following items of property:  
All equipment located at 114 West Street, Annapolis, Maryland, 21401.

5. This Financing Statement is not subject to a Recordation Tax.

6. This Financing Statement is intended to evidence among the Financing Records the encumbrance of the items listed herein by a deed of trust from the aforesaid debtors securing the aforesaid secured party, dated December 22, 1986 and recorded simultaneously herewith (or prior hereto) among the Land Records of Anne Arundel County, Maryland.

EXECUTED THIS 22nd day of December, 1986.

WITNESS OR ATTEST:

HAMMOND BUILDING LIMITED PARTNERSHIP

By: [Signature]

By: [Signature] (SEAL)  
Jimmy R. Hammond, General Partner

By: [Signature]

[Signature] (SEAL)  
Jimmy R. Hammond, Guarantor

[Signature] (SEAL)  
Constance S. Hammond, Guarantor

Chris Dietz

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

By: [Signature]  
Anthony H. deVeau, Sr. Vice President  
Secured Party

Mailed to Secured Party

14.50

NT-14258

(FINAN. 258)

TO BE RECORDED AMONG THE:

- LAND RECORDS OF THE COUNTY OF ANNE ARUNDEL  
 FINANCING RECORDS OF THE COUNTY OF ANNE ARUNDEL  
 STATE DEPARTMENT OF ASSESSMENT AND TAXATION

- NOT SUBJECT TO RECORDING TAX  
 SUBJECT TO RECORDING TAX ON  
 PRINCIPAL AMOUNT OF \$

FINANCING STATEMENT

1. DEBTOR (S): NAME: STONE-SNYDER GENERAL PARTNERSHIP  
ADDRESS: 838 RITCHIE HIGHWAY, SUITE 4  
 SEVERNA PARK, MARYLAND 21146
2. SECURED PARTY: NAME: YORKRIDGE-CALVERT SAVINGS AND LOAN  
 ASSOCIATION  
ADDRESS: 3725 OLD COURT ROAD  
 BALTIMORE, MARYLAND 21208
3. This Financing Statement covers the following types of property: a. All building materials, furniture, furnishing, fixtures and equipment delivered to, installed in, affixed to, placed upon or used in connection with the land and premises described in "Exhibit A" attached hereto, including but not limited to, the following: all the walks, fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land herein described (whether or not delivered thereto), and all such as are now or hereafter located in or upon any interest or estate in the land herein conveyed or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor, including, without the limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling apparatus, elevators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.
- (b) All earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral and present and future accounts, contract rights, general intangibles, chattel papers, documents and instruments, including but not limited to, licenses.
- (c) All awards heretofore or hereafter made by any public or quasi-public authority to the present or subsequent owners of said premises and the improvements now or hereafter existing thereon by virtue of an exercise of the right of eminent domain by such authority, or right of access to a public way, or for any change of grade of streets affecting said premises or

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improvements.

4. If above described personal property is to be affixed to real property, describe real property.

For description, see "Exhibit A" attached hereto, and made a part hereof, and as more particularly described in a Deed of Trust from STONE-SNYDER GENERAL PARTNERSHIP to YORKRIDGE-CALVERT SAVINGS AND LOAN ASSOCIATION and recorded or intended to be recorded among the Land Records of ANNE ARUNDEL COUNTY immediately prior hereto.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are not covered.

DEBTOR(S):

STONE-SNYDER GENERAL PARTNERSHIP

BY: *George W. Stone*  
GEORGE W. STONE, GENERAL PARTNER

YORKRIDGE-CALVERT SAVINGS  
AND LOAN ASSOCIATION

BY: *Charles S. Snyder*  
CHARLES S. SNYDER, GENERAL PARTNER

BY: *Joel C. Sweren*  
JOEL C. SWEREN  
Executive Vice President

To the Filing Officer: After this statement has been recorded please mail the same to:

NATIONWIDE TITLE COMPANY  
1700 Reisterstown Road  
Suite 236 - Pomona Square  
Baltimore, Maryland 21208

## EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lots Nos. 14 and 31, Block A, as shown on the Plat entitled "Millrace, Section 2", which Plat is recorded among the Land Records of Anne Arundel in Plat Book 95, at pages 47 and 48 (Said Plats being amended by Administrative Lot Line Change dated September, 1985 and recorded among the Land Records of Anne Arundel County in Liber EAC No. 3969 folios 782 and 783). The improvements thereon being known as Nos. 602 Grain Court East and 651 Gearing Court West, respectively.

Mailed to Secured Party

To be recorded among the Financing Statement Records of Anne Arundel County and The State Department of Assessments and Taxation 205737

Not to be recorded in Land Records

Subject to recordation tax: — NONE —  
Principal Amount is \$2,800,000.00

This Financing Statement publicizes the security interest of Secured Party, evidenced by the following deeds of trust upon which the appropriate amount of recordation taxes have been paid: (i) Deed of Trust dated December 13, 1971, and recorded among the Land Records of Anne Arundel County, Maryland in Liber MSH 2455, folio 348; (ii) Extension and Modification of Deed of Trust, dated August 30, 1972, recorded among the Land Records of Anne Arundel County at Liber MSH 2519, Folio 804; (iii) Amended and Restated Deed of Trust dated August 29, 1984, and recorded among the aforesaid Land Records in Liber 3796, folio 623; (iv) Second Deed of Trust and Security Agreement recorded or to be recorded among the aforesaid Land Records; and (v) Consolidated Deed of Trust recorded or to be recorded among the aforesaid Land Records; and given as security in the same loan (collectively herein the "Deed of Trust").

FINANCING STATEMENT

- 1. Debtor: RIVA I LIMITED PARTNERSHIP  
Address: c/o Robert R. Furman  
1201 Seven Locks Road  
Rockville, Maryland 20817
- 2. Secured Parties: The First National Bank of Maryland  
Patricia A. Brian, Trustee  
Anna M. Marcellino, Trustee  
Address of all Secured Parties: c/o The First National Bank of Maryland  
25 South Charles Street  
Baltimore, Maryland 21201  
Attention: Commercial Real Estate Division  
BANC #101-820
- 3. This Financing Statement covers (a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or

1400  
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hereafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, service contracts, utility contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, occupancy and use.

4. The aforesaid items are included as security in a Deed of Trust given by Debtor dated December 13, 1971, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2455, folio 348; an Extension and Modification of Deed of Trust dated August 30, 1972, recorded among the Land Records at Liber MSH 2519, folio 804; an Amended and Restated Deed of Trust dated August 29, 1984, and recorded among the aforesaid Land Records in Liber 3796, folio 623; a Second Deed of Trust and Security Agreement and a Consolidated Deed of Trust, of even date herewith, given by Debtor to Patricia A. Brian and Anna M. Marcellino, Trustees, and recorded or intended to be recorded among the aforesaid Land Records securing an indebtedness owed by Debtor to The First National Bank of Maryland.
5. Proceeds of collateral are also covered.

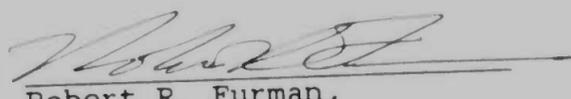
BOOK 507 PAGE 258

6. The land consists of approximately 3.453 acres located at 2525 Riva Road, Annapolis, Anne Arundel County, Maryland, and is more particularly described in the Deed of Trust referred to above.

Debtor:

RIVA I LIMITED PARTNERSHIP

By:

  
Robert R. Furman,  
General Partner

DATE:

Jan 29, 1987

To the Filing Officer: After this statement has been recorded, please mail the same to: Andrea M. Mattei, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

Mailed to Secured Party

507 USE 259

205733

FINANCING STATEMENT

TO BE RECORDED AMONG THE FINANCING  
STATEMENT RECORDS OF THE CIRCUIT COURT  
FOR ANNE ARUNDEL COUNTY

NOT SUBJECT TO  
RECORDATION TAX

This Financing Statement is presented to a Filing  
Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: CRAIN LIMITED PARTNERSHIP  
514 North Crain Highway  
Glen Burnie, Maryland 21061
2. NAME AND ADDRESS OF SECURED PARTY: MARYLAND NATIONAL BANK  
10 Light Street  
Baltimore, Maryland 21202

3. This Financing Statement covers the following types (or  
items) of property:

(a) The interest of the Debtor in all building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located or contained in or upon or attached to, the real property located in Anne Arundel County, Maryland, and more particularly described in Exhibits A, B, C and D attached hereto and made a part hereof, and the improvements thereon (such real property and improvements being herein referred to as the "Real Property"), or any part thereof, and used or useable in connection with any present or future use or operations of the Real Property, or any part thereof, whether now owned or hereafter acquired by the Debtor, together with all replacements thereof, substitutions therefor and additions thereto (collectively, the "Equipment"), and all proceeds thereof. The Real Property is also described in a certain Indemnity Deed of Trust dated January 29<sup>th</sup>, 1987, between the Debtor and Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, trustees (the "Indemnity Deed of Trust"). The Debtor is a record owner of the Real Property.

(b) The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other

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compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Real Property or the Equipment or any part thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Real Property or the Equipment or any part thereof.

(c) The interest of the Debtor in any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or the Equipment or any portion thereof, or any of the other property described in this Financing Statement, or any portion thereof.

(d) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, income and other benefits of the Real Property or the Equipment, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, any and all leases and subleases of the Real Property or the Equipment, or any part thereof, and of the other property described in this Financing Statement, or any part thereof, both now in existence or hereafter entered into, including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

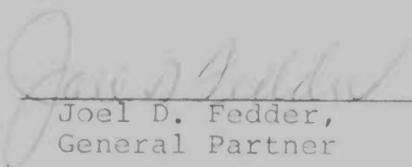
5. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

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Debtor:

CRAIN LIMITED PARTNERSHIP

By

  
Joel D. Fedder,  
General Partner

Filing Officer:: Return to: Cynthia K. Close,  
Legal Assistant  
Miles & Stockbridge  
401 Washington Avenue  
12th Floor  
Towson, Maryland 21204

## EXHIBIT A

Description of 4700 Belle Grove Road PropertyParcel I

BEGINNING for the same in the center of Belle Grove Road at the beginning of the sixth or North 43 degree 09 minute West 556.32 foot line of a parcel of land conveyed by C. Braddock Jones and wife to Commissioners of Anne Arundel County by Deed dated February 27, 1950 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 559, folio 155, etc.; thence binding on said land the five following courses and distances, to wit: North 43 degrees 27 minutes 18 seconds West, 556.43 feet, North 01 degree 05 minutes 42 seconds East 173.85 feet; North 04 degrees 34 minutes 42 seconds East 168.59 feet; North 44 degrees 17 minutes 42 seconds East 113.24 feet; and North 18 degrees 35 minutes 42 seconds East 146.28 feet to the southwest side of an alley; thence North 43 degrees 27 minutes 18 seconds West binding thereon 46.46 feet to the northwest side of another alley 16 feet wide; thence binding on the northwest side of said alley the five following courses and distances, to wit: North 46 degrees 37 minutes 42 seconds East 301.34 feet; North 20 degrees 37 minutes 22 seconds East 55.05 feet; North 08 degrees 56 minutes 37 seconds West 76.87 feet; North 01 degree 33 minutes 58 seconds West 124.27 feet; and North 31 degrees 17 minutes 55 seconds East 90.12 feet to the northeast side of another alley 16 feet wide; thence North 58 degrees 42 minutes 05 seconds West, extending said side northwesterly 5.0 feet, more or less, to the right-of-way line of a through highway as shown on the plat of the State Roads Commission of Maryland-Patapsco Tunnel Project, west approach Plat Nos. 12779 and 12780; thence binding on said right-of-way as shown on said plats, the following courses and distances, to wit: South 31 degrees 17 minutes 55 seconds West 89.56 feet, more or less; South 00 degrees 38 minutes 25 seconds East 112.12 feet; South 32 degrees 42 minutes 33 seconds West 582.88 feet, more or less, and South 28 degrees 12 minutes 33 seconds West 500 feet, more or less, to intersect the South 20 degree 28 minute 00 second East 1029.40 foot line of the second parcel of land conveyed by Robert C. Hazard, et al., Trustee, to C. Braddock Jones by Deed dated September 11, 1941 and recorded among the aforesaid Land Records in Liber JHH No. 245, folio 183, etc.; thence binding on said land South 20 degrees 56 minutes 07 seconds East 375.00 feet, more or less, and South 64 degrees 57 minutes 06 seconds East 474.16 feet to the center of Belle Grove Road and thence northeasterly, binding on the center of said Road North 16 degrees 31 minutes 42 seconds East 139.00 feet, more or less, to the place of beginning. Containing 5.4199 acres of land, more or less, according to a survey prepared by C. H. Miller & Associates, Inc. in April, 1981. The improvements thereon being known as 4700 Belle Grove Road.

## EXHIBIT B

Description of 4701 Belle Grove Road PropertyParcel II

BEGINNING for the same at a point on the easterly right-of-way line of Belle Grove Road at the point of intersection with the north line of a parcel of land conveyed to Super Service, Inc. by a Deed recorded among the Land Records of Anne Arundel County in Liber 2743 at folio 131, thence leaving said point of beginning and binding on the north line of land of Super Service, Inc. as aforesaid, and referring the courses of this description to the Maryland State Grid Meridian, (1)

South 86 degrees 05 minutes 22 seconds East 464.37 feet to a point on the westerly line of a parcel of land conveyed to Anne Arundel County, Maryland, as recorded among the Land Records of Anne Arundel County in Liber 2111 at folio 381, thence binding said westerly line (2) North 03 degrees 54 minutes 42 seconds East 454.98 feet to a point on the south line of lots shown on a Plat of "Brooklyn Park", Belle Grove Section, recorded in Plat Book 23 at folio 50, thence binding said south line (3) North 86 degrees 03 minutes 22 seconds West 293.31 feet to a point on the easterly right-of-way line of Belle Grove Road, thence binding said right-of-way line the following four courses: (4) South 15 degrees 42 minutes 38 seconds West 210.00 feet, thence (5) South 20 degrees 36 minutes 38 seconds West 100.00 feet, thence (6) South 33 degrees 31 minutes 38 seconds West 100.00 feet, thence (7) South 41 degrees 11 minutes 38 seconds West 81.46 feet to the point and place of beginning, and containing an area of 3.7067 acres of land according to a survey by C. H. Miller and Associates, Inc. in April, 1981. The improvements thereon being known as 4701 Belle Grove Road.

## EXHIBIT C

Description of 400 Arundel Corporation Road PropertyParcel III

BEGINNING for the same at a point, said point being on eastern right-of-way line of Hamlin Avenue - Relocated as described in a Deed from James R. and Mary Frances Sharman to Anne Arundel County, Maryland, and recorded among the Land Records of Anne Arundel County in Liber 2862, folio 115, at the point of intersection of the first or North 80 degree 45 minute 40 second West 1516.70 foot line of the whole parcel of land owned by Joseph Donner, as recorded in the Land Records of Anne Arundel County in Liber MSH 2134, folio 341, and said point being 50.46 feet distant from the end of said first line. Thence leaving said point of beginning and binding on the eastern line of Hamlin Avenue reversely the 10th, 9th, 8th, 7th and 6th lines as described in Liber 2862, folio 115, and referring the courses of this description to the Maryland State Grid Meridian, the following: (1) North 01 degrees 18 minutes 12 seconds East 249.26 feet to a point, thence running (2) by a curve to the right with a radius of 175.00 feet for an arc distance of 133.16 feet, having a chord of North 23 degrees 06 minutes 23 seconds East 129.97 feet, thence (3) North 44 degrees 54 minutes 34 seconds East 11.88 feet to a point, thence running (4) by a curve to the left with a radius of 225.00 feet for an arc distance of 109.44 feet, having a chord of North 30 degrees 58 minutes 04 seconds East 108.36 feet, thence (5) North 17 degrees 01 minutes 34 seconds East 261.37 feet to intersect a point on the westernmost side of the State Highway Administration's right-of-way of Ramp "A" as shown on State Roads Commission Plat Number 38345, said Ramp "A" connecting the Arundel Expressway to the Baltimore Beltway, thence running with the westernmost right-of-way line of Ramp "A" the three following courses, (6) by a curve to the right with a radius of 1317.42 feet for an arc distance of 405.43 feet, having a chord of South 03 degrees 05 minutes 50 seconds East 403.84 feet to a point, thence (7) South 01 degrees 52 minutes 42 seconds West 303.58 feet to a point, thence (8) South 06 degrees 58 minutes 50 seconds West 46.06 feet to intersect the above mentioned first or North 80 degree 45 minute 40 second West 1516.70 foot line, thence running with said first line (9) North 80 degrees 57 minutes 08 seconds West 206.16 feet to the point of beginning. Containing 2.447 acres of land according to a survey prepared by C. H. Miller & Associates, Inc. in April, 1981. The improvements thereon now being known as 400 Arundel Corporation Road.

## EXHIBIT D

Description of 508 - 514 Crain Highway PropertyParcel IV

BEGINNING for the same at a point, said point being located on the westerly right-of-way line of Crain Highway (sixty feet wide) at the point of intersection with the North property line of a parcel of land owned by C. G. Tate, as recorded among the Land Records of Anne Arundel County in Liber 2406, folio 823. Thence leaving said point of beginning and binding the North line of land of Tate as aforesaid and referring the courses of this description to the Maryland State grid meridian (1) North 65 degrees 36 minutes 49 seconds West 210.00 feet to a point, thence (2) South 24 degrees 23 minutes 11 seconds West 25.00 feet to a point at the northeast corner of land of John H. Navmann as recorded in Liber 2132 at folio 496, thence (3) North 65 degrees 36 minutes 49 seconds West binding the north line of Navmann as aforesaid and along the north line of land of others a distance of 605.00 feet to a point at the northwest corner of a parcel of land conveyed to George J. Miller as recorded in Liber 1151 at folio 49, thence binding the west line of land of Miller as aforesaid (4) South 24 degrees 23 minutes 11 seconds West 150.00 feet to a point on the north line of a parcel of land conveyed to Joseph G. Peeler, Jr. as recorded among the Land Records of Anne Arundel County in Liber 2346 at folio 94, thence binding the north line of land of Peeler as aforesaid (5) North 65 degrees 36 minutes 49 seconds West 175.00 feet to a point, thence binding the east line of a parcel of land conveyed to Anne Arundel County, Maryland, as recorded among the Land Records of Anne Arundel County in Liber 323, folio 137, the following courses (6) North 24 degrees 23 minutes 11 seconds East 74.00 feet to a point on the shoreline of the mill pond, thence following the shoreline of said pond, (7) North 89 degrees 00 minutes 00 seconds East 20.00 feet, (8) South 88 degrees 43 minutes 37 seconds East 90.02 feet, (9) North 74 degrees 17 minutes 39 seconds East 33.25 feet, (10) North 85 degrees 06 minutes 05 seconds East 35.13 feet, (11) North 66 degrees 48 minutes 05 seconds East 60.93 feet, (12) North 34 degrees 41 minutes 43 seconds East 31.62 feet, (13) North 47 degrees 39 minutes 50 seconds East 31.18 feet, (14) North 15 degrees 22 minutes 35 seconds East 82.97 feet, (15) North 21 degrees 50 minutes 50 seconds East 93.73 feet, (16) North 26 degrees 03 minutes 10 seconds East 50.09 feet, (17) North 07 degrees 25 minutes 55 seconds East 46.39 feet, (18) North 43 degrees 12 minutes 35 seconds East 45.28 feet, (19) North 28 degrees 31 minutes 20 seconds East 52.35 feet, (20) North 08 degrees 07 minutes 50 seconds West 28.28 feet, (21) North 05 degrees 04 minutes 50 seconds East 45.18 feet, (22) North 41 degrees 22 minutes 45 seconds West 55.97 feet, (23) North 20 degrees 57 minutes 59 seconds East 25.73 feet to a point at the southwest corner of land conveyed to Anna A. Clauss as recorded among the Land Records of Anne Arundel County in Liber 2213 at folio 415, thence binding said south line of Clauss, (24) South 65 degrees 36 minutes 49 seconds East 568.00 feet to a point. Thence binding the west line of a parcel of land conveyed to William A. Clauss and also along the west line of land conveyed to John Demyan as recorded among the Land Records of Anne Arundel County in Liber 2005 at folio 150, (25) South 24 degrees 23 minutes 11 seconds West 312.00 feet to a point, thence binding on south line of land of Demyan as aforesaid, (26) South 65 degrees 36 minutes 48 seconds East 300.00 feet to a point on the westerly right-of-way line of Crain Highway, thence binding the aforesaid right-of-way line (27) South 24 degrees 23 minutes 11 seconds West 255.00 feet to the point and place of beginning and containing

Chesapeake Land Title

STATE OF MARYLAND

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UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 46295

RECORDED IN LIBER 50 FOLIO 593 ON 10/29/65 (DATE)

1. DEBTOR

Name Baltimore Oxygen Supply Co., Inc.  
Address 5192 Raynor Road, Linthicum, Maryland 21090

2. SECURED PARTY

Name Commercial Credit Industrial Corp.  
Address 500 St. Paul Place, Baltimore, Maryland 21202  
Sanwa Business Credit Corporation, Chicago, Illinois  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Assigned to: Sanwa Business Credit Corporation Suite 3900, One South Wacker Drive Chicago, Illinois 60606 All collateral on original financing statement Filed in Anne Arundel County, Maryland</p>	

RECORD FEE 10.00  
POSTAGE 50  
MAY 30 1967

Mailed to Secured Party

Commercial Credit Industrial Corp.

Dated 10-27-66

[Signature]  
(Signature of Secured Party)  
G. M. Adams, SVP  
Type or Print Above Name on Above Line

10.00

FINANCING STATEMENT FORM UCDA

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ LESSEE:

Name Keebler Company  
Address One Hollow Tree Lane Elmhurst, IL 60126

2. ~~SECURITY~~ LESSOR:

Name NEMLC Leasing Corporation  
Address 28 State Street Boston, MA

RECORD FEE 17.00  
POSTAGE .50  
#02335 1040 R01 116:08  
JAN 30 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

The property described on Schedule A attached hereto.

Name and address of Assignee  
U S WEST Financial Services, Inc.  
6200 South Quebec Suite 330  
Englewood, CO 80111

"THIS TRANSACTION IS A LEASE AND IS NOT INTENDED BY THE PARTIES AS A SECURITY TRANSACTION; FILING IS ONLY INTENDED TO MAKE THE LEASE A MATTER OF PUBLIC RECORD."

"NOT SUBJECT TO RECORDATIONS TAX, NOTICE FILING ONLY."

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

\_\_\_\_\_  
(Signature of Debtor)  
Keebler Company  
Type or Print Above Name on Above Line  
*R.R. Rogers*  
(Signature of Debtor)  
R.R. ROGERS  
Type or Print Above Signature on Above Line

*Halmy B. Collins, Asst Secy*  
(Signature of Secured Party)  
NEMLC Leasing Corporation  
Type or Print Above Signature on Above Line

17.00

## SCHEDULE A

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Thirty-four (34) 1986 Chevrolet Chassis Model No. CP31442 with thirty-four (34) KMG 86-16 bodies, as listed below:

UNIT #	SERIAL NUMBER	LOCATION	BODY	SERIAL #
6097	1GBJP32M2G3319639	Foster Creighton Drive Nashville, TN 37222-0058	P-S3B980	J1983
6098	1GBJP32M5G3321935	Foster Creighton Drive Nashville, TN 37222-0058	P-S3B981	J1984
6099	1GBJP32M2G3321956	Foster Creighton Drive Nashville, TN 37222-0058	P-S3B982	J1985
6100	1GBJP32M1G3322595	Foster Creighton Drive Nashville, TN 37222-0058	P-S3B983	J1986
6101	1GBJP32M9G3322540	Foster Creighton Drive Nashville, TN 37222-0058	P-S3B984	J1987
6102	1GBJP32M1G3321981	Foster Creighton Drive Nashville, TN 37222-0058	P-S3B986	J1989
6103	1GBJP32M1G3322077	Foster Creighton Drive Nashville, TN 37222-0058	P-S3B987	J1990
6104	1GBJP32M8G3322075	Foster Creighton Drive Nashville, TN 37222-0058	P-S3B985	J1988
6105	1GBJP32MXG3323292	4300 Diplomacy Road Fort Worth, TX 76155	P-S3B993	J1996
6106	1GBJP32M1G3322547	Transport Avenue Richland, MI 39218	P-S3B991	J1994
6107	1GBJP32M9G3323056	Transport Avenue Richland, MI 39218	P-S3B992	J1995
6108	1GBJP32M5G3322003	4265 Royal Avenue Oklahoma City, Oklahoma	P-S3B990	J1993
6109	1GBJP32M4G3322588	4265 Royal Avenue Oklahoma City, Oklahoma	P-S3B988	J1991
6110	1GBJP32M6G3322026	4265 Royal Avenue Oklahoma City, Oklahoma	P-S3B989	J1992
6111	1GBJP32M0G3323544	4300 Diplomacy Road Fort Worth, TX 76155	P-S4B249	J2000
6112	1GBJP32M5G9323796	4300 Diplomacy Road Fort Worth, TX 76115	P-S4B250	J2001
6113	1GBJP32M1G3323357	4300 Diplomacy Road Fort Worth, TX 76115	P-S4B251	J2002
6114	1GBJP32M2G3324078	4300 Diplomacy Road Fort Worth, TX 76115	P-S4B252	J2003
6115	1GBJP32M7G3323508	4300 Diplomacy Road Fort Worth, TX 76115	P-S4B247	J1998
6116	1GBJP32M4G3323532	4300 Diplomacy Road Fort Worth, TX 76115	P-S4B248	J1999
6117	1GBJP32M9G3321839	4300 Diplomacy Road Fort Worth, TX 76115	P-S4B246	J1997
6118	1GBJP32M1G3322824	3014 Owen Drive Antioch, Tennessee 37013	P-S4B004	J1966F
6119	1GBJP32M4G3326074	3014 Owen Drive Antioch, Tennessee 37013	P-S4B009	J1958F
6120	1GBJP32M3G3326101	3014 Owen Drive Antioch, Tennessee 37013	P-S4B012	J1961F
6121	1GBJP32M3G3322811	3014 Owen Drive Antioch, Tennessee 37013	P-S4B005	J1967
6122	1GBJP32M9G3322750	7700 Assateague Drive Jessup, Maryland 20794	P-S4B000	J1962
6123	1GBJP32M8G3323114	7700 Assateague Drive Jessup, Maryland 20794	P-S4B007	J1956
6124	1GBJP32M2G3323318	7700 Assateague Drive Jessup, Maryland 20794	P-S4B008	J1957
6125	1GBJP32M4G3326091	7700 Assateague Drive Jessup, Maryland 20794	P-S4B011	J1960F
6126	1GBJP32MXG3322756	7700 Assateague Drive Jessup, Maryland 20794	P-S4B001	J1963F
6127	1GBJP32M7G3323914	7700 Assateague Drive Jessup, Maryland 20794	P-S4B002	J1964
6128	1GBJP32M6G3323094	7700 Assateague Drive Jessup, Maryland 20794	P-S4B003	J1965
6129	1GBJP32M6G3323306	7700 Assateague Drive Jessup, Maryland 20794	P-S4B006	J1968
6130	1GBJP32MXG3326080	7700 Assateague Drive Jessup, Maryland 20794	PS4B010	J1959

Schedule A  
to Lease Supplement No. 1  
dated December 31, 1985  
(Asset Group A)

507 PAGE 208 - A

Quantity Description  
33 1986 Ford Model LN8000 Tractors

Unit No.	Serial Number	Location
7723	1FDXR80UXGVA16415	1135 Commerce Road, Morrow, GA 30260
7724	1FDXR80U1GVA16416	7700 Assateague Drive, Jessup, MD 20794
7725	1FDXR80U3GVA16417	5201 South Gate Drive, Billings, MT 59101
7726	1FDXR80U5GVA16418	5100 Hovis Road, Charlotte, NC 28208
7727	1FDXR80U7GVA16419	7700 Assateague Drive, Jessup, MD 20794
7728	1FDXR80U3GVA16420	1101 Entry Drive, Bensenville, IL 60106
7729	1FDXR80U5GVA16421	1034 Kay Road, Columbia, SC 29201
7730	1FDXR80U7GVA16422	7700 Assateague Drive, Jessup, MD 20794
7731	1FDXR80U9GVA16423	4300 Diplomacy Road, Ft. Worth, TX 76155
7732	1FDXR80U0GVA16424	4300 Diplomacy Road, Ft. Worth, TX 76155
7733	1FDXR80U2GVA16425	4333 Director's Boulevard, Groveport, OH 43125
7734	1FDXR80U4GVA16426	8906 North Kentucky, Evansville, IN 47711
7735	1FDXR80U6GVA16427	245 South First Street, Grand Junction, CO 81502
7736	1FDXR80U8GVA16428	310 28th Street S.E., Grand Rapids, MI 49508
7737	1FDXR80UXGVA16429	310 28th Street S.E., Grand Rapids, MI 49508
7738	1FDXR80U6GVA16430	115 Progress Drive, Manchester, CT 06040
7739	1FDXR80U8GVA16431	4401 112th Street, Urbandale, IA 50322
7740	1FDXR80U4GVA16432	5845 West 82nd Street, Indianapolis, IN 46268
7741	1FDXR80U1GVA16433	Foster Creighton Drive, Nashville, TN 37222
7742	1FDXR80U3GVA16434	8320 Baycenter Road, Jacksonville, FL 32216
7743	1FDXR80U5GVA16435	102 Technology Drive, Pittsburgh, PA 15275
7744	1FDXR80U7GVA16436	5395 Northwest 165th Street, Miami, FL 33014
7745	1FDXR80U9GVA16437	2600 East Indian River Road, Chesapeake, VA 23325
7746	1FDXR80U0GVA16438	4265 Royal Avenue, Oklahoma City, OK 73108
7747	1FDXR80U2GVA16439	4421 South 76th Street, Omaha, NE 68127
7748	1FTXR80U6GVA26377	Harrison & King Streets, Pocatello, ID 83201
7749	1FTXR80U8GVA26378	12781 Pennridge Drive, Bridgeton, MO 63044
7750	1FTXR80UXGVA26379	6146 East Malloy Road, East Syracuse, NY 13201
7751	1FTXR80U6GVA26380	6146 East Malloy Road, East Syracuse, NY 13201
7752	1FTXR80U8GVA26381	4912 Lois Avenue, Tampa, FL 33679
7753	1FTXR80UXGVA26382	7890-C Notes Drive, Manassas, VA 22110
7754	1FTXR80U6GVA26383	4401 112th Street, Urbandale, IA 50322
7755	1FTXR80U8GVA26384	4421 South 76th Street, Omaha, NE 68127

Quantity Description  
Two (2) 1986 Ford Model CF6000 Straight Cargo Trucks

Unit No.	Serial Number	Location
1155	9BFNH60P3GDM00173	1101 Entry Drive, Bensenville, IL 60106
1156	9BFPH70P8GDM01348	1101 Entry Drive, Bensenville, IL 60106

Quantity Description  
Eight (8) 1986 International Harvester Model 1955 Tractors

Unit No.	Serial Number	Location
7756	1HSLRTVN8GHA36050	112 North University Drive, Fargo, ND 58102
7757	1HSLRTVN5GHA36068	1301 North Corrington, Kansas City, MO 64120
7758	1HSLRTVN6GHA36077	11206 Bluegrass Parkway, Louisville, KY 40299
7759	1HSLRTVN7GHA36086	110 Sporting Hill Road, Mechanicsburg, PA 17055
7760	1HSLRTVN3GHA36103	110 Sporting Hill Road, Mechanicsburg, PA 17055
7761	1HSLRTVN2GHA36108	110 Sporting Hill Road, Mechanicsburg, PA 17055
7762	1HSLRTVN6GHA36256	N94W14444 Garwin Mace Drive, Menomonee Falls, WI
7763	1HSLRTVN4GHA36269	7936 42nd Street West, Rock Island, IL 61201

NEMLC Leasing Corporation  
(Lessor)

By: [Signature]  
Its: [Signature]

Keebler Company  
(Lessee)

By: [Signature]  
Its: C. A. Gerber Senior Vice President

Schedule A  
to Lease Supplement No. 2  
dated December 31, 1985  
(Asset Group B)

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Quantity	Description	
39	1986 Great Dane Model 191 32' FRP Trailers	
Unit No.	Serial Number	Location
8374	1GRAA6417GB054701	5201 South Gate Drive, Billings, MT 59101
8375	1GRAA6419GB054702	1101 Entry Drive, Bensenville, IL 60106
8376	1GRAA6410GB054703	4401 112th Street, Urbandale, IA 50322
8377	1GRAA6412GB054704	4401 112th Street, Urbandale, IA 50322
8378	1GRAA6414GB054705	245 South First Street, Grand Junction, CO 81502
8379	1GRAA6416GB054706	5845 West 82nd Street, Indianapolis, IN 46268
8380	1GRAA6418GB054707	11206 Bluegrass Parkway, Louisville, KY 40299
8381	1GRAA641XGB054708	12781 Pennridge Drive, Bridgeton, MO 63044
8382	1GRAA6411GB054709	4333 Director's Boulevard, Groveport, OH 43125
8383	1GRAA6418GB054710	115 Progress Drive, Manchester, CT 06040
8384	1GRAA641XGB054711	1301 North Corrington, Kansas City, MO 64120
8385	1GRAA6411GB054712	112 North University Drive, Fargo, ND 58102
8386	1GFAA6413GB054713	Foster Creighton Drive, Nashville, TN 37222
8387	1GRAA6415GB054714	8906 North Kentucky, Evansville, IN 47711
8388	1GFAA6417GB054715	N94W14444 Garwin Mace Drive, Menomonee Falls, WI
8389	1GRAA6419GB054716	4401 112th Street, Urbandale, IA 50322
8390	1GRAA641XGS062601	1135 Commerce Road, Morrow, GA 30260
8391	1GRAA6411GS062602	5100 Hovis Road, Charlotte, NC 28208
8392	1GRAA6413GS062603	1034 Kay Road, Columbia, SC 29201
8393	1GRAA6415GS062604	8320 Baycenter Road, Jacksonville, FL 32216
8394	1GRAA6417GS062605	4912 Lois Avenue, Tampa, FL 33679
8395	1GRAA6419GS062606	5395 Northwest 165th Street, Miami, FL 33014
8396	1GRAA6410GS062607	7700 Assateague Drive, Jessup, MD 20794
8397	1GRAA6412GS062608	7700 Assateague Drive, Jessup, MD 20794
8398	1GRAA6414GS062609	7700 Assateague Drive, Jessup, MD 20794
8399	1GRAA6410GS062610	7890-C Notes Drive, Manassas, VA 22110
8400	1GRAA6412GS062611	2600 East Indian River Road, Chesapeake, VA 23325
8401	1GRAA6414GS062612	102 Technology Drive, Pittsburgh, PA 15275
8402	1GRAA6415GB070301	4421 South 76th Street, Omaha, NE 68127
8403	1GRAA6415GB073201	1275 Wolters Boulevard, Vadnais Heights, MN 55110
8404	1GRAA6417GB073202	4300 Diplomacy Road, Ft. Worth, TX 76155
8405	1GRAA6419GB073203	4300 Diplomacy Road, Ft. Worth, TX 76155
8406	1GRAA6410GB073204	4401 112th Street, Urbandale, IA 50322
8407	1GRAA6412GB073205	310 28th Street S.E., Grand Rapids, MI 49508
8408	1GRAA6414GB073206	310 28th Street S.E., Grand Rapids, MI 49508
8409	1GRAA6416GB073207	7936 42nd Street West, Rock Island, IL 61201
8410	1GRAA6418GB073208	110 Sporting Hill Road, Mechanicsburg, PA 17055
8411	1GRAA641XGB073209	110 Sporting Hill Road, Mechanicsburg, PA 17055
8412	1GRAA6416GB073210	110 Sporting Hill Road, Mechanicsburg, PA 17055

Quantity	Description
16	1986 Great Dane Model 1910TLW 48' FRP Trailers

Unit No.	Serial Number	Location
35201	1GRAA9623GB035201	One Trade Street, Cincinnati, OH 45227
35202	1GRAA9625GB035202	One Trade Street, Cincinnati, OH 45227
35203	1GRAA9627GB035203	One Trade Street, Cincinnati, OH 45227
35204	1GRAA9629GB035204	One Trade Street, Cincinnati, OH 45227
35205	1GRAA9620GB035205	One Trade Street, Cincinnati, OH 45227
35206	1GRAA9622GB035206	One Trade Street, Cincinnati, OH 45227
35207	1GRAA9624GB035207	One Trade Street, Cincinnati, OH 45227
35208	1GRAA9626GB035208	One Trade Street, Cincinnati, OH 45227
35209	1GRAA9628GB035209	One Trade Street, Cincinnati, OH 45227
35210	1GRAA9624GB035210	One Trade Street, Cincinnati, OH 45227
35211	1GRAA9626GB035211	One Trade Street, Cincinnati, OH 45227
35212	1GRAA9628GB035212	One Trade Street, Cincinnati, OH 45227
35213	1GRAA962XGB035213	One Trade Street, Cincinnati, OH 45227
35214	1GRAA9621GB035214	One Trade Street, Cincinnati, OH 45227
35215	1GRAA9623GB035215	One Trade Street, Cincinnati, OH 45227
35216	1GRAA9625GB035216	One Trade Street, Cincinnati, OH 45227

Quantity	Description
Two (2)	1986 VFD91-22 Morgan 22' FRP Van Bodies attached to two (2) 1986 Fords Model CF6000 S/N 9BFNH60P3GDM00173 and Model CF7000 S/N 9BFPH70P8GDM01348

Location: 1101 Entry Drive, Bensenville, IL 60106

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 699,385.83

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Butler Aviation - Baltimore/Washington, Inc.
Baltimore/Washington International Airport
Address Baltimore, Maryland 21240

2. SECURED PARTY

Name Citicorp Industrial Credit, Inc.
200 South Wacker Drive 32nd Floor
Address Chicago, Illinois 60606
Carol Wee, GOLDBERG, KOHN, BELL, BLACK, ROSENBLOOM & MORITZ, LTD.
55 E. Monroe, Suite 3900 Chicago, Illinois 60603
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)
For a description of the collateral see Exhibit A attached hereto.

\$4,895.70 is being paid in recordation tax.

RECORD FEE 13.00
RECORD TAX 6896.50
POSTAGE .50

Filed with the Clerk of the Circuit Court of Anne Arundel County.

448837 0040 R01 T16:09
JAN 30 87

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line
Thomas M. Masterson Regal
(Signature of Debtor)

BUTLER AVIATION-BALTIMORE/WASHINGTON, INC.

Type or Print Above Signature on Above Line

(Signature of Secured Party)
Paul J. Heaney VP

CITICORP INDUSTRIAL CREDIT, INC.

Type or Print Above Signature on Above Line

130 4896.50

EXHIBIT A  
TO UCC FINANCING STATEMENT  
SHOWING BUTLER AVIATION - BALTIMORE/WASHINGTON, INC. AS DEBTOR  
AND CITICORP INDUSTRIAL CREDIT, INC. AS SECURED PARTY

This financing statement covers all of Debtor's right, title and interest in and to the following types (or items) of property:

(a) All of Debtor's now owned and hereafter acquired equipment and fixtures, including, without limitation, furniture, machinery, vehicles, trade fixtures and printing plates, together with any and all accessions, parts and appurtenances thereto, substitutions therefor and replacements thereof (all of the foregoing being collectively called "Equipment");

(b) All of Debtor's now owned and hereafter acquired goods, merchandise and other personal property furnished under any contract of service or intended for sale or lease, including, without limitation, all raw materials, work in process, finished goods and materials and supplies of any kind, nature or description which are used or consumed in Debtor's business or are or might be used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and other personal property, all returned or repossessed goods now, or at any time or times hereafter, in the possession or under the control of Debtor or Secured Party, and all documents of title or documents representing the same (all of the foregoing being collectively called "Inventory");

(c) All of Debtor's present and future rights to payment for goods, merchandise or Inventory sold or leased or for services rendered, including, without limitation, those which are not evidenced by instruments or chattel paper, and whether or not they have been earned by performance; accounts; proceeds of any letters of credit on which Debtor is named as beneficiary; contract rights; chattel paper; instruments, documents; insurance proceeds; and all such obligations whatsoever owing to Debtor, together with all instruments and all documents of title representing any of the foregoing, all rights in any goods, merchandise or Inventory which any of the same may represent, all rights in any returned or repossessed goods, merchandise and Inventory, and all right, title, security and guaranties with respect to each of the foregoing, including, without limitation, any right of stoppage in transit (all of the foregoing being collectively called "Receivables");

(d) All of Debtor's now owned and hereafter acquired choses in action, causes of action and all other intangible personal property of every kind and nature (other than Receivables), including, without limitation, contracts, corporate or other business records, inventions, designs, patents, patent applications, trademarks, trademark applications, tradenames, trade secrets, goodwill, registrations, copyrights, licenses, franchises, customer lists, tax refunds, tax refund claims, refunds with respect to the termination of any pension and/or employee benefit plans, rights and claims against carriers and shippers, and rights to indemnification (all of the foregoing being collectively called "General Intangibles");

(e) All of Debtor's present and future rights under each now owned or hereafter acquired agreement pursuant to which Debtor conducts a fuel, sales and aircraft support services operation at an airport ("FBO Agreement") if (i) the grant of a security interest in such FBO Agreement by Debtor does not cause a default thereunder or (ii) Secured Party obtains the consent to such security interest from the appropriate airport authority.

(f) All proceeds (including, without limitation, proceeds of any property, damage, liability or casualty insurance policies) and products of all Equipment, Inventory, Receivables and General Intangibles in any form;

(g) All the Debtor's right, title, and interest in all deposits or other sums at any time credited by or due from any affiliate of Secured Party; and

(h) All of Debtor's books and records relating to any of the foregoing.

Except as defined herein, all terms used herein shall have the meanings provided in the Uniform Commercial Code.

Mailed to Secured Party

STATE OF MARYLAND

BOOK 507 PAGE 273

FINANCING STATEMENT FORM UCC-1

Identifying File No. 265711

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Butler Aviation International, Inc.

Address 110 Summit Avenue/P.O. Box 460/Montvale, New Jersey 07645

2. SECURED PARTY

Name Citicorp Industrial Credit, Inc.

Address 200 South Wacker Drive/32nd Floor/Chicago, Illinois 60606

Carol Wee, Goldberg, Kohn, 55 E. Monroe, Ste. 3900, Chicago, Illinois 60603

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

For a description of the collateral see Exhibit A attached hereto.

"COLLATERAL IS NOT SUBJECT TO RECORDATION TAX."

RECORD FEE 13.00  
POSTAGE .50  
#49838 0040 R01 T16:09  
JAN 30 87

Filed with the Clerk of the Circuit Court of Anne Arundel County.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

By Robert S. Mendenhall, V.P. Contracts  
(Signature of Debtor)

BUTLER AVIATION INTERNATIONAL, INC.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]

(Signature of Secured Party)

CITICORP INDUSTRIAL CREDIT, INC.

Type or Print Above Signature on Above Line

1300 3

EXHIBIT A  
TO UCC FINANCING STATEMENT  
SHOWING BUTLER AVIATION INTERNATIONAL, INC.  
AS DEBTOR AND CITICORP INDUSTRIAL CREDIT, INC. AS SECURED PARTY

This financing statement covers all of Debtor's right, title and interest in and to the following types (or items) of property:

(a) All of Debtor's now owned and hereafter acquired equipment and fixtures, including, without limitation, furniture, machinery, vehicles, trade fixtures and printing plates, together with any and all accessions, parts and appurtenances thereto, substitutions therefor and replacements thereof (all of the foregoing being collectively called "Equipment");

(b) All of Debtor's now owned and hereafter acquired goods, merchandise and other personal property furnished under any contract of service or intended for sale or lease, including, without limitation, all raw materials, work in process, finished goods and materials and supplies of any kind, nature or description which are used or consumed in Debtor's business or are or might be used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and other personal property, all returned or repossessed goods now, or at any time or times hereafter, in the possession or under the control of Debtor or Secured Party, and all documents of title or documents representing the same (all of the foregoing being collectively called "Inventory");

(c) All of Debtor's present and future rights to payment for goods, merchandise or Inventory sold or leased or for services rendered, including, without limitation, those which are not evidenced by instruments or chattel paper, and whether or not they have been earned by performance; accounts; proceeds of any letters of credit on which Debtor is named as beneficiary; contract rights; chattel paper; instruments, documents; insurance proceeds; and all such obligations whatsoever owing to Debtor, together with all instruments and all documents of title representing any of the foregoing, all rights in any goods, merchandise or Inventory which any of the same may represent, all rights in any returned or repossessed goods, merchandise and Inventory, and all right, title, security and guaranties with respect to each of the foregoing, including, without limitation, any right of stoppage in transit (all of the foregoing being collectively called "Receivables");

(d) All of Debtor's now owned and hereafter acquired choses in action, causes of action and all other intangible personal property of every kind and nature (other than Receivables), including, without limitation, contracts, corporate or other business records, inventions, designs, patents, patent applications, trademarks, trademark applications, tradenames, trade secrets, goodwill, registrations, copyrights, licenses, franchises, customer lists, tax refunds, tax refund claims, refunds with respect to the termination of any pension and/or employee benefit plans, rights and claims against carriers and shippers, and rights to indemnification (all of the foregoing being collectively called "General Intangibles");

(e) All of Debtor's present and future rights under each now owned or hereafter acquired agreement pursuant to which Debtor conducts a fuel, sales and aircraft support services operation at an airport ("FBO Agreement") if (i) the grant of a security interest in such FBO Agreement by Debtor does not cause a default thereunder or (ii) Secured Party obtains the consent to such security interest from the appropriate airport authority.

(f) All proceeds (including, without limitation, proceeds of any property, damage, liability or casualty insurance policies) and products of all Equipment, Inventory, Receivables and General Intangibles in any form;

(g) All the Debtor's right, title, and interest in all deposits or other sums at any time credited by or due from any affiliate of Secured Party; and

(h) All of Debtor's books and records relating to any of the foregoing.

Except as defined herein, all terms used herein shall have the meanings provided in the Uniform Commercial Code.

Mailed to Secured Party

BOOK 507 PAGE 276

205712

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es)

Annapolis Service Center, Inc.  
1401 Forest DR.  
Annapolis, MD 21401  
Anne Arundel County  
M-29883A

(2) Secured Party(ies) (Name(s) And Address(es))

Alban Tractor Co., INC.  
P. O. Box 9595  
Baltimore, MD 21237

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)  
Caterpillar Financial Services Corporation

10630 Little Patuxent Pkwy  
Columbia MD 21044

For Filing Officer

RECORD FEE 11.00  
POSTAGE .50

448839 0040 001 116-10  
JAN 30 87

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New CAT Model #613C ~~XXX~~ Tractor S/N 92X00644  
One (1) CAT Model #613C Scraper S/N 93X00626

"COLLATERAL IS NOT SUBJECT TO RECORDATION TAX."

(ANNE ARUNDEL COUNTY)

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Annapolis Service Center, Inc.

(By) *Carol L...*  
Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Numerical

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.

(By) *Mark D...*  
Signature of Secured Party Permitted in Lieu of Debtor's Signature:

(1) Collateral is subject to Security Interest In Another Jurisdiction and   
 Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

Mailed to Secured Party

11.00

UNIFORM COMMERCIAL CODE  
STATEMENT OF TERMINATION OR RELEASE

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Maryland Uniform Commercial Code and does hereby certify:

- 1. This Termination Statement shall apply to the Original Financing Statement:

File No: 231760 Dated 20 March 1980

Record Reference: Liber 423/Page 394

Filed With: Circuit Court Anne Arundel County, W. Garrett Larrimore, Clerk

- 2. DEBTOR:

Name: Enoch Wood Lane & Nancy Lou Lane/T/A Lanes Bus Service

Address: 4401 Owensville Sudley Road  
Harwood, Maryland 20776

- 3. SECURED PARTY:

Name: EQUITABLE BANK, N.A.

Address: 100 South Charles Street  
Baltimore Maryland 21201

The Secured Party no longer claims a security interest under the Original Financing Statement shown above.

WHEREFORE; Secured Party requests the filing officer, pursuant to the authority contained the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the designated below;

RETURN TO: Lane's Bus Service  
4401 Owensville Sudley Road  
Harwood, Maryland 20776



SECURED PARTY:

EQUITABLE BANK, N.A.

BY: *Ray Kempner*

TITLE: Lease Processing

DATE: January 30, 19 87

RECORD FEE 10.00

POSTAGE .50

#43743 0055 801 T09405  
FEB 2 87

ON JULY 1, 1982, THE EQUITABLE TRUST COMPANY MERGED INTO EQUITABLE BANK, NATIONAL ASSOCIATION. ANY REFERENCE HEREIN TO THE EQUITABLE TRUST COMPANY SHALL MEAN EQUITABLE BANK, NATIONAL ASSOCIATION.

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Mailed to Secured Party

265714

BOD: 507 PAGE 278

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any):

1. Debtor(s) (List Name, First, and address(es)) <i>Master Musicians, Inc. 1900 Fairfax Crossing Annapolis, Maryland 21401</i>	2. Secured Party(ies) and address(es) <b>THE SELMER COMPANY AND ITS LUDWIG DIVISION 600 INDUSTRIAL PARKWAY ELKHART, INDIANA 46516</b>	For Filing Officer (Date, Time, Number, and Filing Office):
4. This financing statement covers the following types of collateral:  (a) All of DEBTOR'S inventory of goods manufactured, sold or distributed by Secured Party and all parts, accessories and other goods used or intended to be used in conjunction with the foregoing; and (b) proceeds (which term shall mean whatever is received upon sale, exchange, collection or other disposition of Collateral which may include sale, exchange, collection or disposition of proceeds). <i>lease.</i>		5. Assignee(s) of Secured Party:  RECORD FEE 11.00 POSTAGE .50 JAN 29 10 10 1997 FEB 2 1997

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if not)

already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above to which a security interest was perfected.

Check  if covered:  Proceeds of Collateral are also covered:  Proceeds of Collateral are also covered: No. of additional Sheets presented

Filed with: City/County

MASTER MUSICIANS, INC.  
By: *James E. Johnson (president)* Signature(s) of Debtor(s)

THE SELMER COMPANY  
AND ITS LUDWIG DIVISION  
By: *Tara K. Marks* Clerk  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Office Copy - Alphabetical

11-52  
Mailed to Secured Party

A.A. Co. Finance Company  
2/7/86  
205715 UCC-1

- Not Subject to Recordation Tax - Conditional Sales
- Recordation Tax of \$ \_\_\_\_\_ on \_\_\_\_\_ Contract
- Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: David C. & Joan A. Stockett  
(Name or Names)  
1174 West Central Avenue, Davidsonville, Maryland 21035  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
 \_\_\_\_\_  
(Address)

2. SECURED PARTY: Jacobs Ford Truck Sales, Inc.  
(Name or Names)  
8300 Ardwick-Ardmore Road, Landover, Maryland 20785  
(Address)

3. ASSIGNEE (if any)  
 of SECURED PARTY: Union Trust Company of Maryland  
(Name or Names)  
P.O. Box 22497, Baltimore, Maryland 21203  
(Address)

4. This Financing Statement covers the following types (or items) of property:  
 One (1) 1986 Peterbilt Model 359 Tandem Axle Truck Chassis, s/n IXP9LBOX8GN193517  
 and One (1) New R & S 14 1/2 Steel Dump Body, plus all attachments and accessories.

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes  No
- Products of Collateral are also covered: Yes  No

DEBTOR(S):  
David C. & Joan A. Stockett  
 By: [Signature]  
(Title)  
Joan A. Stockett  
(Type or print name of person signing)

SECURED PARTY:  
Jacobs Ford Truck Sales, Inc.  
 By: [Signature]  
Roberta Stevens, G.M.  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)  
 \_\_\_\_\_  
(Type or print name of person signing)

Return To: Union Trust Company of Maryland, P.O. Box 22497, Baltimore, MD 21203  
Attn: #427

1200  
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This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

FOR OFFICE USE ONLY

Maturity date (if any)

REC- 507 FILE 280

Debtor(s) Name (Last Name, First) Complete Address  
INDEPENDENT MANAGEMENT ASSOCIATES,  
INC., a N.J. Corporation  
9 Crosswick Street  
Bordentown, New Jersey

Maturity date (if any)

FOR OFFICE USE ONLY

285716

Secured Party(ies) and Complete Address  
The National State Bank,  
Elizabeth, N.J., 68 Broad St.  
Elizabeth, N.J., c/o  
Mackenzie, Welt, Duane & Maher  
100 Woodbridge Center Drive, P.O. Box 549  
Woodbridge, New Jersey, 07095

Assignee(s) of Secured Party and Complete Address

This financing statement covers the following types (or items) of property

ALL machinery, equipment, furniture and fixtures and leasehold improvements of every kind, now owned or hereafter acquired and owned by the Debtor (to the extent same constitutes personal property) wherever the same shall be located, including all equipment within the meaning of said term in Section 9-101(2) and accessions thereto used in connection with the operation of the Burger King Restaurants located in the State of Maryland as more particularly described in Schedule "A" attached hereto and made a part hereof, together with all accessories, substitutions, additions, replacements, parts and accessions affixed to or used in connection with said property.

ALL right, title and interest of the Debtor in and to certain leasehold estates in which the Debtor is the lessee more particularly described in Schedule "B" attached hereto and made a part hereof.

The within financing statement evidences a security interest pledged by the Debtor to the Secured Party pursuant to a Security Agreement dated December 30, 1986, between Debtor and Secured Party securing loans made by Secured Party to the Debtor to the extent of \$900,000.00.

When collateral is crops or fixtures complete this portion of form  
a. Description of real estate (Sufficient to identify the property)

b. Name and complete address of record owner

Proceeds of Collateral are also covered     Products of Collateral are also covered    No. of additional sheets presented ( 2 )

Filed with Register of Deeds and Mortgages of \_\_\_\_\_ County ( ) Secretary of State  
 Filed with the County Clerk of ANNE ARUNDEL County

Signature(s) of Debtor(s) INDEPENDENT MANAGEMENT ASSOCIATES, INC.

Signature(s) of Secured Party(ies) or Assignee(s) THE NATIONAL STATE BANK, ELIZABETH, N.J

BY: [Signature]  
JOHN DIAB, President

BY: [Signature]  
VINCENT VITA, Vice President

FILING OFFICER COPY — This form of statement is approved by the Secretary of State of New Jersey.

THESE FORMS MAY BE PURCHASED FROM ALL-STATE LEGAL SUPPLY CO. 1 COMMERCE DRIVE CRANFORD, N.J. 07016

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1 (Rev. 9/81)

EDD# 507 PAGE 281

RIDER ATTACHED TO UCC-1 FINANCING STATEMENT BETWEEN INDEPENDENT  
MANAGEMENT ASSOCIATES INC. AS DEBTOR AND THE NATIONAL STATE BANK,  
ELIZABETH, N.J. FILED IN ANNE ARUNDEL COUNTY

---

SCHEDULE "A"

(1) Property located at 7336 Ritchie Highway, Glen Burnie,  
Maryland and known as store #353;

BOOK 507 PAGE 282

RIDER ATTACHED TO UCC-1 FINANCING STATEMENT BETWEEN INDEPENDENT  
MANAGEMENT ASSOCIATES, INC. AS DEBTOR AND THE NATIONAL STATE BANK,  
ELIZABETH, N.J. FILED IN ANNE ARUNDEL COUNTY

---

SCHEDULE "B"

(1) Lease between Burger King Corporation as Landlord and  
Gloria G. Laricos and Ballard F. Pinkard, Jr., as Tenants dated  
November 14, 1978, and assigned to Consumer Food Services, Inc., a  
New Jersey corporation by agreement dated April 30, 1986, and  
assigned to Debtor by Agreement dated of even date herewith  
covering property located at 7336 Ritchie Highway, Glen Burnie,  
Maryland, and known as store #353;

Mailed to Secured Party

BOOK 507 PAGE 283

~~205717~~

TERMINATION STATEMENT

UCC-3

RECORDED: May 23, 1984

IDENTIFYING FILE NUMBER-

LIBER- 473

FOLIO- 421

DEBTOR:

NAME - Pines of Laurel Construction Company

ADDRESS- 4906 Taylor Road  
Hyattsville MD 20781

SECURED PARTY:

NAME - First Federal of Maryland, F.S.A.

ADDRESS- 100 West. Washington St.  
Hagerstown MD 20714

RECORD FEE 10.00  
POSTAGE .50  
MAR 23 1984  
FEB 2 87

The said Filing Officer, on presentation to him/her of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated.

*Richard L. Zeigler*  
\_\_\_\_\_  
Secured Party  
Richard L. Zeigler, Exec. Vice-President

Mail to:  
MARATHON TITLE COMPANY, INC.  
9101 Cherry Lane, BLDG 204  
Laurel, Maryland 20708

Mail to \_\_\_\_\_

Mailed to Secured Party

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~~205719~~

TERMINATION STATEMENT

UCC-3

RECORDED: September 13, 1984

IDENTIFYING FILE NUMBER-

LIBER- 477

FOLIO- 468

DEBTOR:

NAME - Pines of Laurel Construction Company

ADDRESS- 4906 Taylor Road  
Hyattsville MD 20781



RECORD FEE 10.00

POSTAGE .50

847130 0345 001 115462

SECURED PARTY:

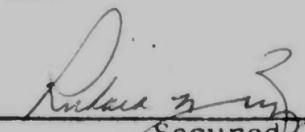
NAME - First Federal of Maryland, F.S.A.

ADDRESS\_ 100 West Washington St.  
Hagerstown MD 21740

FEB 2 87

The said Filing Officer, on presentation to him/her of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated.

  
\_\_\_\_\_  
Secured Party

Richard L. Zeigler, Exec. Vice-President

Mail to:

MARATHON TITLE COMPANY, INC.  
9101 Cherry Lane, BLDG 204  
Laurel, Maryland 20708

Mail to

Mailed to Secured Party.

10  
D

205719

BOOK 507 PAGE 255

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records.
- 2.  To Be Recorded among the Financing Statement Record.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$125,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel.

5. Debtor(s) Name(s)	Address(es)
Courtney S. Palmer Ann M. Palmer	369 Dewey Drive Annapolis, Md. 21401
6. Secured Party	Address
First National Bank of Maryland	18 West St. Annapolis, Maryland 21401

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

8. All or a portion of the property described above is affixed or is to be affixed to on the real estate described on Schedule A attached hereto and made a part hereof by reference.

DEBTOR:

Courtney S. Palmer  
Courtney S. Palmer

Ann M. Palmer  
Ann M. Palmer

SECURED PARTY:

First National Bank of Maryland

Catherine T. Lewis  
Catherine T. Lewis, Loan Officer

Address where Collateral will be located:

168 West Street  
Annapolis, Maryland 21401

Mr. Clerk: Please return to Blumenthal, Wayson, Downs & Offutt, P.A., 80 West Street, P.O. Box 868, Annapolis, Maryland 21404.

MWO--4

130/50

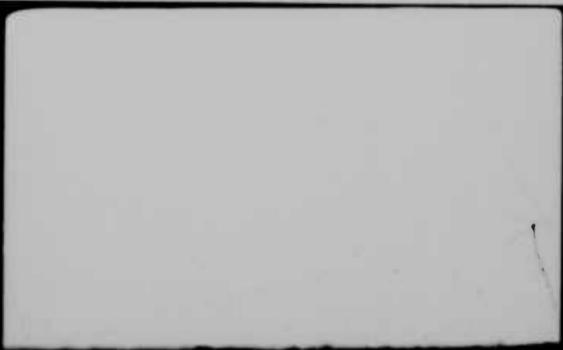


EXHIBIT "A"

All that lot or parcel of ground situated in the City of Annapolis, Maryland, on the North side of West Street, having a frontage on said Street of forty (40) feet, more or less, and an even depth therefrom of one hundred and sixty (160) feet, more or less, and being improved by a two story frame dwelling now designated as street number 168 West Street, Annapolis, Maryland.

Mailed to Secured Party

NT-14128

205750

(FINAN.128)

TO BE RECORDED AMONG THE:

— LAND RECORDS OF THE COUNTY OF ANNE ARUNDEL

FINANCING RECORDS OF THE COUNTY OF ANNE ARUNDEL

— STATE DEPARTMENT OF ASSESSMENT AND TAXATION

BOOK 507 PAGE 287

NOT SUBJECT TO RECORDING TAX  
— SUBJECT TO RECORDING TAX ON  
— PRINCIPAL AMOUNT OF \$

FINANCING STATEMENT

1. DEBTOR (S):    NAME:    SULIN ENTERPRISES, LTD.  
                  ADDRESS: 1133 GREENWOOD ROAD  
                              PIKESVILLE, MARYLAND 21208
2. SECURED PARTY: NAME:    YORKRIDGE-CALVERT SAVINGS AND LOAN  
                              ASSOCIATION  
                  ADDRESS: 3725 OLD COURT ROAD  
                              BALTIMORE, MARYLAND 21208

3. This Financing Statement covers the following types of property: a. All building materials, furniture, furnishing, fixtures and equipment delivered to, installed in, affixed to, placed upon or used in connection with the land and premises described in "Exhibit A" attached hereto, including but not limited to, the following: all the walks, fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land herein described (whether or not delivered thereto), and all such as are now or hereafter located in or upon any interest or estate in the land herein conveyed or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor, including, without the limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling apparatus, elevators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) All earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral and present and future accounts, contract rights, general intangibles, chattel papers, documents and instruments, including but not limited to, licenses.

(c) All awards heretofore or hereafter made by any public or quasi-public authority to the present or subsequent owners of said premises and the improvements now or hereafter existing thereon by virtue of an exercise of the right of eminent domain by such authority, or right of access to a public way, or for any change of grade of streets affecting said premises or

1300  
JD

improvements.

4. If above described personal property is to be affixed to real property, describe real property.

For description, see "Exhibit A" attached hereto, and made a part hereof, and as more particularly described in a Mortgage from Sulin Enterprises, Ltd. to Yorkridge-Calvert Savings and Loan Association and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

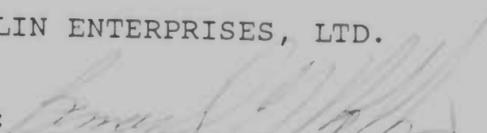
5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

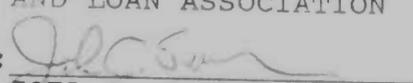
7. Products of collateral are not covered.

DEBTOR(S):

SULIN ENTERPRISES, LTD.

BY:   
BERNARD G. ROBBINS, PRESIDENT

YORKRIDGE-CALVERT SAVINGS  
AND LOAN ASSOCIATION

BY:   
JOEL C. SWEREN  
Executive Vice President

To the Filing Officer: After this statement has been recorded  
please mail the same to:

NATIONWIDE TITLE COMPANY  
1700 Reisterstown Road  
Suite 236 - Pomona Square  
Baltimore, Maryland 21208

EXHIBIT "A"

BOOK 507 PAGE 289

BEING KNOWN AND DESIGNATED as Lots Nos. 38, 42, 57 and 59,  
as shown on the Plat entitled "Phase Two, Plat 1, Section 10,  
Shipley's Choice", which Plat is recorded among the Land Records  
of Anne Arundel County in Plat Book 100 folio 46.

Mailed to Secured Party

FINANCING STATEMENT

File No. [ ]

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p><b>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)</b></p> <p>The First National Bank of Boston and Paul D. Allen, under a Trust Agreement dated December 30, 1986, between them and FSL/GECC (New York) Associates II 100 Federal Street Boston, Massachusetts 02110 as Trustees</p>	<p><b>2. a. SECURED PARTY (OR ASSIGNEE) and Address</b></p> <p>Shawmut Bank, N.A. and Robert D. Gersh One Federal Street Boston, Massachusetts 02211 as Trustees</p> <hr/> <p><b>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</b></p>
---	---

RECORD FEE 22.00  
 POSTAGE .50  
 #49367 0777  
 701 703:45  
 FEB 3 87

3. This Financing Statement covers the following types (or items) of property:

See Exhibit A attached hereto.

4. Proceeds and products of collateral are covered hereunder.

5. Number of additional sheets, if any, attached hereto: \_\_\_\_\_

6. This transaction (is) (~~is not~~) exempt from the recordation tax  
Principal amount of debt initially incurred is: \_\_\_\_\_

7. RETURN TO: Csaplar & Bok  
One Winthrop Square, Boston, Massachusetts 02110

DEBTOR:

Paul D. Allen

(Type Name)

By: Paul D. Allen, VP

Paul D. Allen

(Type Name and Title of Person Signing)

December 30 86  
December 30 86  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

2250

EXHIBIT AI. The Property:

The following property located on the land or pursuant to the easements and rights described in the attached Schedule A (the Land): all buildings, structures and other improvements now standing or any time hereafter constructed or placed upon the Land and all facilities, fixtures, machinery, apparatus, installations, equipment and other property, including without washing, plumbing and electrical equipment; all lighting and lighting equipment; all elevators and escalators; and all sprinkler, fire control, generator, alarm, telephone, waste compacting and waste removal systems; together with all alterations, additions and improvements thereto and all restorations and replacements thereof, except for Severable Improvements (as defined in the Purchase Money Trust Indenture, Mortgage and Deed of Trust dated as of December 30, 1986, between the Debtor and the Secured Party (the Indenture)) (the Improvements); all of the Debtor's interest in the Land and the Improvements is herein referred to collectively as the Property, in each instance as now or hereafter attached to, placed for an indefinite period of time upon or used in connection with the Property, and all of the rents, income, revenues, issues, awards, proceeds and profits from and with respect to the Property in all additions to the Property,

proceeds received upon voluntary or involuntary disposition thereof, and all renewals or replacements thereof or articles in substitution thereof, including without limitation proceeds of insurance and condemnation awards (including condemnation awards with respect to the Debtor's interest in the Land; excluding, however, Excepted Rights (as defined in the Indenture)).

II. Rents:

All the right, title and interest of the Debtor in and to any and all the rents, income, revenues, issues, awards, proceeds and profits and other sums of money payable or receivable by the Debtor whether payable as rent or otherwise, including without limitation sums of money payable as the purchase price for the Debtor's interest in the Property, arising from any lease agreement relating to the Property (a lease), between the Debtor, as lessor and any Person (as defined in the Indenture), as lessee, excluding, however, Excepted Rights (as defined in the Indenture).

III. Agreements:

All the right, title and interest of the Debtor in and to any lease as assigned to the Secured Party, as trustees, pursuant to the Indenture and the Assignment of leases dated as of December 30, 1986, from the Debtor to the Secured Party; all and singular the tenements, hereditaments, easements, rights of way, rights, privileges

BOOK 507 PAGE 293

and appurtenances in and to the Properties, belonging or in any way appertaining thereto, including, without limitation, any streets, ways, alleys, vaults, gorges or strips of land adjoining the Land together with all agreements and other rights and benefits now or hereafter belonging to or pertaining to the Property, including, without limitation, the Remainder Option Agreement, the Ground Leases, the Appurtenant Rights created by the Easement Agreements and the Access, Parking and Support Easements (each as defined in the Indenture).

All That Certain parcel of ground situated in the Third Tax District, Anne Arundel County, Maryland bounded and described in accordance with the Improvement Survey by McRone Engineers Planners & Surveyors, said plan dated December 18, 1986 last revised December 23, 1986 as follows:

BEGINNING for the same at a point measured South  $01^{\circ} 55' 42''$  East 100.96 feet from a pipe found from the end of the Third or South  $79^{\circ} 57' 04''$  East 1,003.02 feet line of Parcel 2 of that land which by deed dated April 15, 1955 and recorded among the Land Records of Anne Arundel County, Maryland in Liber JHH 918 Folio 343 was granted and conveyed by Louis Edgar Pumphrey and wife to Richard Homes, Inc., and running thence with and binding on the outline of the lease parcel now being described the following six (6) courses and distances, viz;

1. South  $09^{\circ} 49' 35''$  West 219.30 feet,
2. North  $80^{\circ} 10' 25''$  West 408.15 feet and running with the face of the building wall (passing parallel to and Westerly 0.3 feet, more or less, from the centerline of the party wall common to the parcel now being described and the unit lying to the West and between 44.75 feet and 177.75 feet along the following line),
3. North  $09^{\circ} 49' 35''$  East 245.00 feet,
4. South  $80^{\circ} 10' 25''$  East 25.35 feet,
5. South  $09^{\circ} 49' 35''$  West 25.70 feet, and
6. South  $80^{\circ} 10' 25''$  East 382.80 feet, to the place of beginning.

Mailed to Secured Party

BOOK 507 PAGE 295

~~207101~~

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260729  
RECORDED IN LIBER 495 FOLIO 500 ON March 10, 1986 (DATE)

1. DEBTOR

Name WARD MANUFACTURING, INC.  
c/o Don Klapproth Sales Agency  
Address 2524 Carollton Road, Annapolis, Maryland 21403



2. SECURED PARTY

Name MARYLAND NATIONAL INDUSTRIAL FINANCE CORPORATION  
Address Princeton Meadows Office Center  
Plainsboro Road, Plainsboro, NJ 08536  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00  
POSTAGE .50  
MAY 1986 CITI MI 110109

3. Maturity date of obligation (if any) \_\_\_\_\_

FEB 3 87

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Amendment</p>
<p>The address of the Secured Party is amended to appear as follows:  MARYLAND NATIONAL INDUSTRIAL FINANCE CORPORATION 502 Washington Avenue Suite 800 Towson, Maryland 21204</p>	

WARD MANUFACTURING, INC.

By: *M. J. ...*

10 50

Mailed to Secured Party

MARYLAND NATIONAL INDUSTRIAL FINANCE CORPORATION

Dated 8-13-86

By: *...*  
(Signature of Secured Party)

Type or Print Above Name on Above Line

FINANCING STATEMENT

- To be recorded in the:
- (1) Financing Statement Records of the Maryland Department of Assessments and Taxation \_\_\_\_\_
  - (2) \_\_\_\_\_ in Land Records of \_\_\_\_\_ County \_\_\_\_\_
  - (3) Financing Statement Records of Anne Arundel County, Maryland \_\_\_\_\_ X

This Financing Statement evidences and publicizes the lien and provisions of an Indemnity Assignment of Lessor's Interest in Leases from the Debtor to Farmers National Bank of Maryland dated January 30, 1987, securing a debt in the principal amount of Two Million Four Hundred Fifty Thousand Dollars (\$2,450,000.00). No recordation tax is required.

NAMES AND ADDRESSES OF DEBTOR:

Parole Realty Corporation  
 1930 West Street  
 Annapolis, Maryland 21401

NAME AND ADDRESS OF SECURED PARTY:

Lender:

FARMERS NATIONAL BANK OF MARYLAND  
 5 Church Circle  
 Annapolis, Maryland 21401

MICHAEL R. ROBLER, P.A.  
 ATTORNEY AND  
 COUNSELOR AT LAW  
 7 WILLOW STREET  
 ANNAPOLIS, MD 21401

11.50

11/20/87

507-297

1. This Financing Statement covers the following items of property:

(a) Interest in all Leases upon all or any part of the Premises known as 1930 West Street, Annapolis, Maryland and further described in a deed recorded among the land records of Anne Arundel County in Liber LNP 1691, folio 484.

Dated: January 30, 1987

DEBTOR:

PAROLE REALTY CORPORATION

By: *[Signature]* (SEAL)

Return to Farmers National Bank of Maryland (to the attention of Patsi Hall) at 5 Church Circle, Annapolis, Maryland, 21401.

Mailed to Secured Party

RELIANCE INSURANCE COMPANY

800 507 PAGE 298

861125-35  
200272

CONTINUING AGREEMENT OF INDEMNITY—CONTRACTOR'S FORM

THIS AGREEMENT is made by the undersigned for the continuing benefit of the RELIANCE INSURANCE COMPANY, a Pennsylvania corporation (hereinafter referred to as the Surety), for the purpose of saving it harmless and indemnifying it from all loss and expense in connection with any Bonds executed on behalf of any one or more of the following persons, firms or corporations \_\_\_\_\_

Marine Structural Applications, Inc  
212 S Fraley  
Dumfries, VA 22026

RECORD FEE 31.00

(hereinafter referred to as Contractor)

#49631 0666 001 T14:48

WITNESSETH,

FEB 3 87

WHEREAS, the Contractor, individually or jointly with others, may desire or be required from time to time to give certain bonds, undertakings, or instruments of guarantee (all of which will hereinafter be included within the term "Bond" or "Bonds"), and

WHEREAS, upon the express condition that this instrument be executed, the Surety has executed or procured the execution of, and may hereafter execute or procure the execution of such Bonds

NOW, THEREFORE, in consideration of the execution of any such Bond or Bonds and as an inducement to such execution, we, the undersigned, agree and bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

FIRST: To pay all premiums on said Bonds computed in accordance with the Surety's regular manual of rates in effect on the date said Bonds are executed

SECOND: To indemnify, and keep indemnified, and hold and save harmless the Surety against all demands, claims, loss, costs, damages, expenses and attorneys' fees whatever, and any and all liability therefor, sustained or incurred by the Surety by reason of executing or procuring the execution of any said Bond or Bonds, or any other Bonds, which may be already or hereafter executed on behalf of the Contractor, or renewal or continuation thereof, or sustained or incurred by reason of making any investigation on account thereof, prosecuting or defending any action brought in connection therewith, obtaining a release therefrom, recovering or attempting to recover any salvage in connection therewith or enforcing by litigation or otherwise any of the agreements herein contained. Payment of amounts due Surety hereunder together with legal interest shall be payable upon demand

THIRD: To furnish money to the Contractor or to the Surety as needed for the prompt payment of labor, materials, and any other costs or expenses in connection with the performance of contracts when and as requested to do so by the Surety

FOURTH: To assign, transfer and convey, and each of the undersigned does by these presents assign, transfer and convey to the Surety, as of the date of execution of said Bond or Bonds, as collateral security for the full performance of the covenants and agreements herein contained and the payment of any other indebtedness or liability of the undersigned to the Surety, whether heretofore or hereafter incurred, the following:

(a) All right, title and interest of the undersigned in and to all machinery, equipment, plant, tools and materials which are, on the date of execution of any such Bond or Bonds, or may thereafter be, about or upon the site of the work to be performed under the contract referred to in and guaranteed by such Bond, or else where for the purpose thereof, including as well materials purchased for or chargeable to said contract which may be in process of construction or in storage else where or in transportation to said site;

(b) All rights of the undersigned in, or growing in any manner out of, said contract or any extensions, modifications, changes or alterations thereof or additions thereto;

(c) All rights, actions, causes of action, claims and demands whatsoever which the undersigned or any of them may have or acquire in any subcontract in connection with said contract, and against any subcontractor or any person, firm or corporation furnishing or agreeing to furnish or supply labor, materials, supplies, machinery, tools or other equipment in connection with or on account of said contract, and against any surety or sureties of any such materialmen, subcontractor, laborer or other person, firm or corporation;

(d) All right, title and interest of the undersigned in and to any and all percentages retained by the obligee under said contract, and any and all estimates, payments, extras, final payments and other sums that, at the time of abandonment, forfeiture or breach of said contract or such Bond or Bonds of of the terms of this Agreement or at the time of any advance, payment or guaranty by the Surety for the purpose of avoiding such abandonment, forfeiture or breach, may be due or may thereafter become due under said contract to or on behalf of the undersigned, together with any and all sums due or which may thereafter become due under or on all other contracts, bonded or unbonded, in which any or all of the undersigned have an interest.

FIFTH: Each of the undersigned does hereby irrevocably nominate and appoint any officer of the Surety the true and lawful attorney-in-fact of the undersigned, with full right and authority, in the event the Contractor fails or is unable to complete the work called for by the contract guaranteed by any Bond or in the event of the breach of any provision of this Agreement to execute on behalf of, and sign the names of each of the undersigned to, any voucher, release, satisfaction, check, bill of sale of all or any property by this Agreement assigned to the Surety or any other paper or contract necessary or desired to carry into effect the purposes of this Agreement; with full right and authority also, in such event, to dispose of the performance of said contract by subletting the same in the name of the Contractor or otherwise, and each of the undersigned does hereby ratify and confirm all that such attorney-in-fact or the Surety may lawfully do in the premises and further authorizes and empowers the Surety and such attorney-in-fact and each of them to enter upon and take possession of the tools, plant, equipment, materials and subcontracts and all other collateral security mentioned in this Agreement and enforce, use, employ and dispose thereof for the purposes set forth in this Agreement. Each of the undersigned specifically agrees to protect, indemnify and hold harmless the Surety and such attorney-in-fact against any and all claims, damages, costs and expenses that may in any way arise or grow out of the exercise of the assignments contained in this Agreement and the powers herein granted, specifically waiving any claim which any undersigned has or might hereafter have against the Surety or such attorney-in-fact on account of anything done in enforcing the terms of this agreement, assignments and power-of-attorney.

BDR 2009 ED. 4-77

31

NOT SUBJECT TO THE RECORDATION TAX  
IMPOSED BY ARTICLE 81, §§ 277 AND 278.

Return to: Edward Graham Gallagher, Esq., 730 15th Street, N.W., #800, Washington, DC 20005

SIXTH: That the entire contract price of any contract referred to in a Bond or Bonds, whether in the possession of the undersigned or another, shall be and hereby is impressed with a trust in favor of Surety for the payment of obligations incurred for labor, materials and services in the performance of the contract work for which Surety would be liable under such Bond or Bonds and for the purpose of satisfying the conditions of the Bond executed in connection with the contract.

SEVENTH: That if Surety shall be required or shall deem it necessary to set up a reserve in any amount to cover any claim, demand, liability, expense, suit, order, judgment or adjudication under or on any Bond or Bonds or for any other reason whatsoever, to immediately upon demand deposit with Surety an amount of money sufficient to cover such reserve and any increase thereof, such funds to be held by Surety as collateral, in addition to the indemnity afforded by this instrument, with the right to use such funds or any part thereof, at any time, in payment or compromise of any liability, claims, demands, judgment, damages, fees and disbursements or other expenses, and the undersigned, in the event of their failure to comply with such demand, hereby authorize and empower any attorney of any court of record of the United States or any of its territories or possessions, to appear for them or any of them in any suit by Surety and to confess judgment against them or any of them for any sum or sums of money up to the amount of any or all Bond or Bonds, with costs, interest and reasonable attorneys' fees, such judgment, however, to be satisfied upon the payment of any and all such sums as may be found due by the undersigned to Surety under the terms of this Agreement. Demand shall be sufficient if sent by registered or certified mail to the undersigned at the address or addresses given herein or last known to Surety, whether or not actually received.

EIGHTH: All collateral security held by or assigned to the Surety may be used by the Surety at any time in payment of any claim, loss or expense which the undersigned have agreed to pay hereby, whether or not such claim, loss or expense arises out of or in connection with such Bond or contract under which such collateral is held. The Surety may sell or realize upon any or all such collateral security, at public or private sale, with or without notice to the undersigned or any of them, and with the right to be purchaser itself at any such public sale, and shall be accountable to the undersigned only for such surplus or remainder of such collateral security or the proceeds thereof as may be in the Surety's possession after it has been fully indemnified as in this Agreement provided. The Surety shall not be liable for decrease in value or loss or destruction of or damage to such security, however caused.

NINTH: The Surety shall have the right, at its option and in its sole discretion

(a) To deem this Agreement breached should the Contractor become involved in any agreement or proceeding of liquidation, receivership, or bankruptcy, voluntarily or involuntarily, or should the Contractor if an individual die, be convicted of a felony, become a fugitive from justice, or for any reason disappears and cannot immediately be found by the Surety by use of usual methods.

(b) To take possession of the work under any contract and at the expense of the undersigned to complete or to contract for the completion of the same, or to consent to the re-letting of the completion thereof by the obligee in said contract Bond or Bonds, or to take such other steps as in the discretion of the Surety may be advisable or necessary to obtain its release or to secure itself from loss thereunder.

(c) To adjust, settle or compromise any claim, demand, suit or judgment upon said Bond or Bonds, or any of them, unless the undersigned shall request in writing the Surety to litigate such claim or demand, or defend such suit, or appeal from such judgment, and shall deposit with the Surety, at the time of such request, cash or collateral satisfactory to the Surety in kind and amount to be used in paying any judgment or judgments rendered with interest, costs and attorneys' fees.

All damage, loss or expense of any nature which the Surety may incur under Section Ninth shall be borne by the undersigned.

TENTH: The Surety shall have the exclusive right for itself and for the undersigned to decide and determine whether any claim, demand, suit or judgment upon said Bond or Bonds shall, on the basis of liability, expediency or otherwise, be paid, settled, defended or appealed, and its determination shall be final, conclusive and binding upon the undersigned (except as provided in Section Ninth (c) hereof), and any loss, costs, charges, expense or liability thereby sustained or incurred, as well as any and all disbursements on account of costs, expenses and attorneys' fees, deemed necessary or advisable by the Surety, shall be borne and paid immediately by the undersigned, together with legal interest. In the event of any payment, settlement, compromise or investigation, an itemized statement of the payment, loss, costs, damages, expenses or attorneys' fees, sworn to by any officer of the Surety or the voucher or vouchers or other evidence of such payment, settlement or compromise, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Surety in any claim or suit hereunder and in any and all matters arising between the undersigned and the Surety.

ELEVENTH: The Surety is further authorized and empowered to advance money or to guarantee loans to the Contractor which the Surety may see fit to advance to said Contractor for the purpose of any contract referred to in or guaranteed by said Bond or Bonds, and all money so loaned or advanced and all costs, attorneys' fees and expenses incurred by the Surety in relation thereto, unless repaid with legal interest when due, shall be conclusively presumed to be a loss by the Surety for which each and all of the undersigned shall be responsible, notwithstanding said money or any part thereof so loaned or advanced to the Contractor for the purpose of any such contract should not be so used by the Contractor. The undersigned hereby waive all notice of such advance or loan, or of any default or any other act or acts giving rise to any claim under any said Bond or Bonds, and waive notice of any and all liability of the Surety under any said Bond or Bonds or any and all liability on the part of the undersigned to the effect and end that each of the undersigned shall be and continue liable to the Surety hereunder notwithstanding any notice of any kind to which the undersigned might have been or be entitled and notwithstanding any defenses which the undersigned might have been or be entitled to make.

TWELFTH: No assent, assignment, change in time or manner of payment or other change or extension in the terms of any Bond or of any contract referred to in such Bond or in the general conditions, plans or specifications incorporated in such contract, granted or authorized by the Surety or the refusal to so grant or authorize, shall release, discharge or in any manner whatsoever affect the obligations assumed by the undersigned in executing this Agreement of Indemnity. This Agreement shall apply to any and all renewal, continuation or substitution bonds executed by the Surety. The Surety shall not be required to notify or obtain the approval or consent of the undersigned prior to granting, authorizing or executing any assent, assignment, change or extension.

THIRTEENTH: Until the Surety shall have been furnished with competent legal evidence of its discharge without loss from any and all Bonds, the Surety shall have the right at all times to free access to the books, records and accounts of each of the undersigned for the purpose of examining the same. Each of the undersigned hereby authorizes and requests any and all depositories in which funds of any of the undersigned may be deposited to furnish to the Surety the amount of such deposits as of any date requested and any person, firm or corporation doing business with the undersigned is hereby authorized to furnish any information requested by the Surety concerning any transaction. The Surety may furnish copies of any and all statements, agreements and financial statements and any information which it now has or may hereafter obtain concerning each of the undersigned, to other persons or companies for the purpose of procuring co-suretyship or reinsurance or of advising interested persons or companies.

FOURTEENTH: Each of the undersigned does hereby waive all right to claim any property, including homestead as exempt from levy, execution, sale or other legal process under the law of any state, province or other government as against the rights of the Surety to proceed against the same for indemnity hereunder.

FIFTEENTH: The Surety shall have every right and remedy which a personal surety without compensation would have, including the right to secure its discharge from the suretyship, and nothing herein contained shall be considered or construed to waive, abridge or diminish any right or remedy which the Surety might have if this instrument were not executed. The undersigned will, on request of the Surety procure the discharge of the Surety from any Bonds, and all liability by reason thereof. Separate suits may be brought hereunder as causes of action may accrue, and the pendency or termination of any such suit shall not bar any subsequent action. The Surety shall be notified immediately by the undersigned of any claim or action which may result in a claim against the Surety, such notice to be given by registered mail to the Surety at its Head Office in Philadelphia, Pennsylvania. In the event of legal proceedings against the Surety, upon or on account of any said Bond or Bonds, the Surety may apply for a court order making any or all of the undersigned parties defendants, and each undersigned hereby consents to the granting of such application and agrees to become such a party defendant and to allow judgment, in the event of judgment against the Surety, to be rendered also against such undersigned in like amount and in favor of the Surety, if the Surety so desires.

SIXTEENTH: The Surety reserves the right to decline to execute any such Bond, and if it shall execute any proposal Bond, and if the Contractor is awarded the contract, the Contractor shall not be obligated to obtain any Bond or Bonds required by the contract from the Surety nor shall the Surety be obligated to execute such Bond or Bonds.

SEVENTEENTH: This Agreement shall, in all its terms and agreements, be for the benefit of and protect any person or company joining with the Surety in executing said Bond or Bonds, or any of them, or executing at the request of the surety said Bond or Bonds, or any of them as well as any company or companies assuming co-suretyship or reinsurance thereon.

EIGHTEENTH. The undersigned warrant that each of them is specifically and beneficially interested in the obtaining of each Bond. Failure to execute or defective execution, by any party shall not affect the validity of this obligation as to any other party executing the same and each such other party shall remain fully bound and liable hereunder. Invalidity of any portion or provision of this Agreement by reason of the laws of any state or for any other reason shall not render the other provisions or portions hereof invalid. Execution of any application for any Bond by the Contractor, or of any other indemnity agreement by any undersigned for the Contractor shall in no way abrogate, waive or diminish any rights of Surety under this Agreement. The undersigned acknowledge that the execution of this Agreement and the undertaking of indemnity was not made in reliance upon any representation concerning the financial responsibility of any undersigned, or concerning the competence of the Contractor to perform.

NINETEENTH. Each of the undersigned expressly recognizes and covenants that this Agreement is a continuing obligation applying to and indemnifying the Surety as to any and all Bonds (whether or not covered by any application signed by Contractor - such application to be considered between the parties hereto as merely supplemental to this Continuing Agreement of Indemnity) heretofore or hereafter executed by Surety on behalf of Contractor (whether contracting alone or as a Co-adventurer) until this Agreement shall be canceled in the manner hereinafter provided. Any of the undersigned may notify the Surety at its Head Office in Philadelphia, Pennsylvania, of such undersigned's withdrawal from this Agreement; such notice shall be sent by certified or registered mail and shall state when, not less than thirty days after receipt of such notice by the Surety, such withdrawal shall be effective. Such undersigned will not be liable under this Agreement as to any Bonds executed by the Surety after the effective date of such notice; provided, that as to any and all such Bonds executed or authorized by the Surety prior to effective date of such notice and as to any and all renewals, continuations and extensions thereof or substitutions therefor (and, if a proposal or Bid Bond has been executed or authorized prior to such effective date, as to any contract Bond executed pursuant thereto) regardless of when the same are executed, such undersigned shall be and remain fully liable hereunder, as if said notice had not been served. Such withdrawal by any undersigned shall in no way affect the obligation of any other undersigned who has given no such notice of termination.

TWENTIETH. That this Agreement shall constitute a Security Agreement to Surety and also a Financing Statement, both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect, but that the filing or recording of this Agreement shall be solely at the option of Surety and that the failure to do so shall not release or impair any of the obligations of the undersigned under this Agreement or otherwise arising, nor shall such failure be in any manner in derogation of the rights of Surety under this Agreement or otherwise.

Signed, sealed, and dated this 26th day of December 19 84

Marine Structural Applications, Inc  
212 S Fraley, Dumfries, VA 22026

By: [Signature] (Seal)  
William J Blanton, President  
MSA Virginia, Inc 212 S Fraley, Dumfries, VA  
By: [Signature] (Seal)  
Donna D Blanton, President

Attest:

By: [Signature] (Seal)  
Donna D Blanton, Secretary  
Attest:  
By: [Signature] (Seal)  
William J Blanton, Secretary

The Yacht Agency, Inc  
1656 Homewood Landing Rd, Annapolis, MD

By: [Signature] (Seal)  
William J Blanton, President

Attest:

By: [Signature] (Seal)  
Randolph G Blanton, Secretary

By: [Signature] (Seal)  
William J Blanton, Individually

18422 Cabin Rd, Triangle, VA

By: [Signature] (Seal)  
Charles J Sautkulis, Individually  
1912 York Drive, Woodbridge, VA 22191

By: [Signature] (Seal)  
Donna D Blanton, Individually

18422 Cabin Rd, Triangle VA

By: [Signature] (Seal)  
Diane F Sautkulis, Individually  
1912 York Drive, Woodbridge, VA 22191  
RELIANCE INSURANCE COMPANY  
4 Penn Center Plaza, Phila., PA 19103

[Signature]  
Enrico J. Pennisi, Jr. - Asst. Vice President

IMPORTANT: Print or type the name and address of each signatory to this agreement. Each signature must be acknowledged - See REVERSE HEREOF.

STATE OF Maryland } ss  
COUNTY OF Prince Georges }  
On this 26th day of February, 19 85 before me personally appeared \_\_\_\_\_

William J Blanton, Donna D Blanton, Charles J Sautkulis and Diane F Sautkulis

to me known and known to me to be the individual(s) described in and who executed the foregoing agreement and acknowledged that t hey executed the same for the purposes, considerations and uses therein set forth as t heir free and voluntary act and deed

Cynthia G. Arnold  
Notary Public, residing at 244 N. Howard St, Annapolis, MD  
(Commission expires July 1, 1986)

INDIVIDUAL AND PARTNERSHIP  
ACKNOWLEDGEMENT

STATE OF Maryland } ss  
COUNTY OF Prince Georges }  
On this 26th day of February, 19 85 before me personally came \_\_\_\_\_

William J Blanton

to me known, who being by me duly sworn, did depose and say: that he resides in Triangle, VA of the Marine Structural Applications, Inc. that he is the President the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name to the said instrument by like order.

Cynthia G. Arnold  
Notary Public, residing at 244 N. Howard St, Annapolis, MD  
(Commission expires July 1, 1986)

CORPORATE  
ACKNOWLEDGEMENT

STATE OF Maryland } ss  
COUNTY OF Prince Georges }  
On this 26th day of February, 19 85 before me personally came \_\_\_\_\_

Donna D Blanton

to me known, who being by me duly sworn, did depose and say: that he resides in \_\_\_\_\_ of the MSA Virginia, Inc that he is the President the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name to the said instrument by like order.

Cynthia G. Arnold  
Notary Public, residing at 244 N. Howard St, Annapolis, MD  
(Commission expires July 1, 1986)

CORPORATE  
ACKNOWLEDGEMENT

STATE OF Maryland } ss  
COUNTY OF Prince Georges }  
On this 26th day of February, 19 85 before me personally came \_\_\_\_\_

William J Blanton

to me known, who being by me duly sworn, did depose and say: that he resides in Triangle, VA of the Yacht Agency, Inc that he is the President the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name to the said instrument by like order.

Cynthia G. Arnold  
Notary Public, residing at 244 N. Howard St, Annapolis, MD  
(Commission expires July 1, 1986)

CORPORATE  
ACKNOWLEDGEMENT

IMPORTANT: Attach certified copy of Resolution authorizing execution of this instrument by Corporation.

COPY OF RESOLUTION OF THE BOARD OF DIRECTORS

At a meeting of the Board of Directors of **The Yacht Agency, Inc**

duly called and held on the 26 day of **December** 19 81, a quorum being present, the following Preamble and Resolution was adopted

"WHEREAS, this Company is beneficially and materially interested in the transactions in which **Marine Structural Applications, Inc** has applied, or may hereafter apply, to the RELIANCE INSURANCE COMPANY for various bonds or undertakings, and

"WHEREAS, the RELIANCE INSURANCE COMPANY is willing to consider such bonds or undertakings as surety, upon being furnished with the written indemnity of this Company, therefore be it

"RESOLVED, that **William J. Blanton** **President**  
(Name of person authorized) (Official Title)

(Name of person authorized) (Official Title)  
of the Company is (are) hereby authorized to execute on behalf of the Company, any agreement or agreements of indemnity required by the RELIANCE INSURANCE COMPANY as a prerequisite to the execution by it of the bonds or undertakings for

**Marine Structural Applications, Inc**  
in connection with the matters or transactions described in the agreement of indemnity required by said RELIANCE INSURANCE COMPANY, and the aforementioned representative(s) of the Company is (are) hereby authorized to affix the corporate seal to such agreement of indemnity and subscribe his (their) name(s) thereto, in behalf of the Company.

"BE IT FURTHER RESOLVED, that any prior acts of said officers or any officers or representatives of this Company in executing said indemnity agreement or agreements on behalf of the Company are hereby ratified."

I, **Randolph G. Blanton**, Secretary of **The Yacht Agency, Inc** have compared the foregoing Preamble and Resolution with the original thereof, as they appear on the records of the meetings of the Board of Directors of said Company, and do certify that the same is a correct and true transcript therefrom, and of the whole of said original Preamble and Resolution.

Given under my hand and seal of the Company this 18th day of February 19 85

Randolph G. Blanton

BOOK 507 PAGE 303

COPY OF RESOLUTION OF THE BOARD OF DIRECTORS

At a meeting of the Board of Directors of MSA - Virginia, Inc

duly called and held on the 26th day of December 19 84, a quorum being present, the following Preamble and Resolution was adopted

"WHEREAS, this Company is beneficially and materially interested in the transactions in which Marine Structural Applications, Inc

has applied, or may hereafter apply, to the RELIANCE INSURANCE COMPANY for various bonds or undertakings, and

"WHEREAS, the RELIANCE INSURANCE COMPANY is willing to consider such bonds or undertakings as surety, upon being furnished with the written indemnity of this Company, therefore be it

"RESOLVED, that Donna D Blanton President (Name of person authorized) (Official Title)

(Name of person authorized) (Official Title) of the Company is (are) hereby authorized to execute on behalf of the Company, any agreement or agreements of indemnity required by the RELIANCE INSURANCE COMPANY as a prerequisite to the execution by it of the bonds or undertakings for Marine Structural Applications, Inc

in connection with the matters or transactions described in the agreement of indemnity required by said RELIANCE INSURANCE COMPANY, and the aforementioned representative(s) of the Company is (are) hereby authorized to affix the corporate seal to such agreement of indemnity and subscribe his (their) name(s) thereto, in behalf of the Company.

"BE IT FURTHER RESOLVED, that any prior acts of said officers or any officers or representatives of this Company in executing said indemnity agreement or agreements on behalf of the Company are hereby ratified."

I, William J Blanton, Secretary of MSA- Virginia, Inc have compared the foregoing Preamble and Resolution with the original thereof, as they appear on the records of the meetings of the Board of Directors of said Company, and do certify that the same is a correct and true transcript therefrom, and of the whole of said original Preamble and Resolution.

Given under my hand and seal of the Company this 15th day of February, 1985

William J Blanton

Mailed to Secured Party

FINANCING STATEMENT

(~~Continuation~~ - Termination ~~Assignment~~ ~~Partial Release~~)

This Financing Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record:  Land  Financing Statement { Liber 470 Folio 385 File No. 250850  
Date of Financing Statement February 9, 1984

1. Debtor(s) (or assignor(s)) NAME ADDRESS  
No. Street City State  
Oakridge Manor Apartment Co, 5 Light Street, Suite 650, Baltimore MD 21202

2. Secured Party (or assignee) SOVRAN BANK / MARYLAND 6610 Rockledge Drive, Bethesda, Maryland 20817  
Formerly Known As Suburban Bank CHECK  THE LINES WHICH APPLY

3.  A. Continuation. The original financing statment between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.

B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.

C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the File Number shown above:

RECORD FEE 10.00  
POSTAGE .50  
M7562 0777 R01 T13:19  
FEB 3 87

D. Partial Release. The Secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

Secured Party:  
SOVRAN BANK / MARYLAND  
Dated: XNovember 17 19 86  
By: Don S Gardiner  
Type Name Don S Gardiner  
Title Assistant Vice President

10.50

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

2 Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

Power Silicates Inc.  
2127 Epsay Court  
Suite 210  
Crofton, Maryland 2114

State Bank of New South  
Wales  
529 Fifth Avenue  
New York, New York 10017

RECORD FEE 12.00  
RECORD FEE 1.00  
POSTAGE .50  
#48604 0777 001 114:2  
FEB 3 1981

4 This financing statement covers the following types (or items) of property

See Exhibit A annexed hereto and by this reference made a part hereof for description of collateral.

5 Assignee(s) of Secured Party and Address(es)

3133

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state
- which is proceeds of the original collateral described above in which a security interest was perfected

Filed with:

Anne Arundel County  
Maryland

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

POWER SILICATES, INC.

STATE BANK OF NEW SOUTH WALES

By

*John G. Mann* President  
Signature(s) of Debtor(s) JOHN G. MANN Title

By

*Charles Glover* Vice President  
Signature(s) of Secured Party(ies) Title

(If Filing Officer Copy-Alphabetical)

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

EXHIBIT A

BOOK 507 PAGE 306

Exhibit A to UCC-1 Financing Statement by and between Power Silicates Inc., Debtor and State Bank of New South Wales, Secured Party.

The collateral shall consist of:

(i) All Debtor's present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments (the "Accounts"); all Debtor's right, title and interest, and all of Debtor's rights, remedies, security and liens, in, to and in respect of the Accounts, including without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guaranties or other contracts of suretyship with respect to the Accounts, deposits or other security for the obligation of any account debtor, and credit and other insurance; all Debtor's right, title and interest in, to and in respect to, or otherwise representing or evidencing any Account, and all returned, reclaimed or repossessed goods; all books, records, ledger cards and other property and general intangibles at any time evidencing or relating to the Accounts.

(ii) All raw materials, work in process, finished goods and all other inventory of whatsoever kind or nature, and all wrapping, packaging, advertising and shipping materials, and any documents relating thereto, and all labels and other devices, names or marks affixed or to be affixed thereto for purposes of selling or identifying the same or the seller or manufacturer thereof and all Debtor's right, title and interest therein and thereto, wherever located, whether now owned or hereafter acquired (the "Inventory"); and all books, records and other property and general intangibles at any time relating to the Inventory.

(iii) All machinery, equipment, spare parts, vehicles, furniture and fixtures, including, without limitation, dies, tools, jigs and molds, all warranties by third parties relating thereto, and all attachments, accessions and equipment now or hereafter affixed thereto or used in connection therewith, and all substitutions and replacements thereof, wherever located, whether now owned or hereafter acquired (the "Equipment"); and all books, records and other property and general intangibles at any time relating to the Equipment.

(iv) All general intangibles, patents, trademarks, trade names and copyrights, whether now owned or hereafter acquired by Debtor; and all books, records and other property at any time relating thereto including, without limitation, all rights to royalties and other rights under license and franchise agreements.

(v) All products and proceeds of all of the foregoing, in any form, including, without limitation, any claim against third

PLEASE STAMP & RETURN  
ADDITIONAL ATTACHMENTS

PLEASE STAMP & RETURN  
ADDITIONAL ATTACHMENTS

BOOK 507 PAGE 307

parties for loss or damage to or destruction of any or all of the foregoing.

POWER SILICATES INC.  
Debtor

STATE BANK OF NEW SOUTH WALES  
Secured Party

By: *John Whalley* *President* (Title) By: *G. Jones* *President* (Title)

Mailed to Secured Party  
Secured Party

Maryland

FINANCING STATEMENT

507 PAGE 308

To Be Filed in:

Land Records

Not subject to recordation tax

State Department of Assessments and Taxation

Subject to recordation tax on principal amount of \$ \_\_\_\_\_.

Financing Statement Records *Anne Arundel*

1. Name and Address of Debtor(s):

a. Airport Baggage Carriers, Inc. b. The Airport Connection, Inc. c. The Airport Connection II, Inc

Post Office Box 18317

Post Office Box 17103

Post Office Box 17103

BWI Airport, Maryland 21240

Washington, D.C. 20041

Washington, D.C. 20041

2. Name and Address of Secured Party:

Sovran Bank/Maryland

31 Light Street

Baltimore, Maryland 21202

RECORD FEE 13.00  
POSTAGE .50  
#49818 0366 R01 T14139  
FEB 3 87

3. This Financing Statement covers the following types (or items) of property:

See attached Exhibit A.

4. Check the statements which apply:

Some of the above-described personal property is to be affixed to the real estate described in Exhibit "A", attached hereto, and described in a Deed of Trust of even date herewith and recorded among the Land Records from the Debtor to the Trustees named therein for the benefit of the Secured Party. The aforementioned Deed of Trust serves as the security agreement which creates the security interest evidenced by this financing statement. The Debtor is the record owner of the subject real estate.

The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

Debtors:

a. *[Signature]*

b. *[Signature]*

c. *[Signature]*

(Mr. Clerk: Return to:)

M. Melinda Thompson, Esquire  
Melnicove, Kaufman, Weiner, Smouse & Garbis, P.A.  
36 South Charles Street, Suite 600  
Baltimore, Maryland 21201-3060

13  
.56

EXHIBIT A

Inventory - All inventory of the Borrower, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Borrower's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.

Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper, tax refunds, refunds of insurance premiums and general intangibles now owned or hereafter acquired by the Borrower and other material or documents relating to the recording, billing or analyzing of any of the above.

Mailed to Secured Party

**Statement of Continuation, Termination,  
Assignment, Amendment or Release Under  
Uniform Commercial Code**

BOOK 507 PAGE 310

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 251525 recorded in Liber 472, Folio 151 on April 4, 1984 (date)

1. DEBTOR(S) Airport Baggage Carriers, Inc. and  
The Airport Connection, Inc.  
Name(s) P.O. Box 18317  
Address(es) BWI Airport  
Anne Arundel County, Maryland 21240

2. SECURED PARTY:  
Name Equitable Bank, National Association  
Address 100 S. Charles Street  
Baltimore, MD 21201

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

3.  CONTINUATION The original Financing Statement referred to above is still effective.

4.  TERMINATION The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5.  ASSIGNMENT The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.

6.  AMENDMENT The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7.  RELEASE (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORD FEE 10.00  
JUSTICE .50  
MARCH 20 1984 11:39  
FEB 3 87

9 DEBTOR  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECURED PARTY:  
**EQUITABLE BANK, National Association**  
By Michael Fina  
Corporate Banking Officer  
(Type Name and Title)

10-5

Mailed to Secured Party

265735

BOOK 507 PAGE 311

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es) GENERAL BATTERY CORPORATION c/o Farley Apparel Inc. 6300 Sears Tower Chicago, Illinois 60606	2. Secured Party(ies) and address(es) Bankers Trust Company, as Collateral Agent 280 Park Avenue New York, New York 10015	3. Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property  See Schedule A attached hereto and made a part hereof.  "COLLATERAL IS NOT SUBJECT TO RECORDATION TAX."		5. Assignee(s) of Secured Party and Address(es)  RECORD FEE 13.00 POSTAGE 50 #49635 0666 R01 114:53 FEB 3 87
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with Clerk of Anne Arundel County, Maryland
Check <input checked="" type="checkbox"/> if covered <input checked="" type="checkbox"/> Proceeds of Collateral are also covered <input checked="" type="checkbox"/> Products of Collateral are also covered No. of additional Sheets presented: 2		
By <u>GENERAL BATTERY CORPORATION</u> <i>[Signature]</i> Signature(s) of Debtor(s)	By <u>BANKERS TRUST COMPANY, as Collateral Agent</u> <i>[Signature]</i> Signature(s) of Secured Party(ies)	Title Title

STANDARD FORM - FORM UCC-1.

Schedule A attached to and made a part of  
Financing Statement naming General Battery  
Corporation as Debtor and Bankers Trust  
Company, as Collateral Agent, as Secured Party

The attached financing statement covers the following types (or items) of property:

- (i) Each and every Receivable (as hereinafter defined) now existing or hereafter arising from time to time;
- (ii) All Inventory (as hereinafter defined), wheresoever located, whether now existing or hereafter from time to time acquired;
- (iii) All moneys, securities and instruments deposited or required at any time to be deposited in the Cash Collateral Account (as hereinafter defined);
- (iv) All Proceeds (as hereinafter defined) and products of any and all of the foregoing; and
- (v) All Records (as hereinafter defined) now or at any time hereafter existing or created by the Debtor relating to the foregoing (all of the above collectively, the "Collateral").

As used herein, the following terms shall have the following meanings:

"Cash Collateral Account" means a restricted non-interest bearing cash collateral account maintained with and under the sole dominion and control of the Secured Party.

"Inventory" means all of the inventory of Debtor, whether now existing or hereafter acquired, of every type or description, including, without limitation, all raw materials, work in process, finished goods, consigned goods to the extent of the consignee's interest therein, materials and supplies of any kind or nature which are or might be used in connection with the manufacture, packaging, shipping, advertising, selling or finishing of any such goods, and all other products, materials and supplies and all documents of title covering such inventory.

"Proceeds" has the meaning assigned that term under the Uniform Commercial Code as in effect in any relevant jurisdiction or under other relevant law and, in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Secured Party or Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any person acting under color of such authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Receivables" means all of the Debtor's rights to payment for goods sold or leased or services performed by Debtor, whether now in existence or arising from time to time hereafter, including, without limitation, rights evidenced by an account, note, contract, security agreement, chattel paper, or other evidence of indebtedness or security, together with (a) all security pledged, assigned, hypothecated or granted to or held by Debtor to secure the foregoing, (b) all of the Debtor's right, title and interest in and to any goods, the sale of which gave rise thereto, (c) all guarantees, endorsements and indemnifications on, or of, any of the foregoing, (d) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith, (e) all books, records, ledger cards, and invoices relating thereto, (f) all evidences of the filing of financing statements and other statements and the registration of other instruments in connection therewith and amendments thereto, notices to other creditors or secured parties, and certificates from filing or other registration offices, (g) all credit information, reports and memoranda relating thereto, and (h) all other writings related in any way to the foregoing.

"Records" shall mean all books, records, computer disks or tapes and other computer software relating to the Collateral.

GENERAL BATTERY CORPORATION

By: [Signature]

Title: [Signature]

BANKERS TRUST COMPANY,  
as Collateral Agent

By: [Signature]

Title: [Signature]

Mailed to Secured Party

Debtor or Assignor Form

FINANCING STATEMENT

PRINCIPAL AMOUNT OF THIS DEBT IS \$320,000.00
Not subject to Recordation Tax
Subject to Recordation Tax; Principal
Amount is \$ 45,000.00
To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Southern Maryland Cable, Inc.

5928 Solomons Island Road
Tracy's Landing, MD 20869

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):
All accounts, inventory and equipment now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such accounts, inventory and equipment.
2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:
3. Proceeds of the collateral are also specifically covered.
4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Southern Maryland Cable, Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY:

[Handwritten signature]

BY

[Handwritten signature: Russell R. Till, Vice President]

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

WATIS, WILKINSON, SNIDER & GOLDSBOROUGH
P. O. Box 1311
Annapolis, MD 21404

Mailed to Secured Party

1/100
50

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

INSTRUCTIONS

- 1. PLEASE TYPE this form. Fold only along perforation for mailing.
- 2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
- 3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
- 4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
- 5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
- 6. At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es) MBA Container Corporation 135 Roesler Road Glen Burnie, Maryland 21061	2 Secured Party(ies) and address(es) P.C. Leasing Corporation 630 Third Avenue New York, New York 10017	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following types (or items) of property: SEE SCHEDULE A ATTACHED HERETO MADE A PART HEREOF.		5 Assignee(s) of Secured Party and Address(es)

INITIAL AMOUNT INCURRED \$117,500.00

RECORDATION TAX PAID TO ANNE ARUNDEL CLERK OF CIRCUIT COURT

- This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)
- already subject to a security interest in another jurisdiction when it was brought into this state.
  - which is proceeds of the original collateral described above in which a security interest was perfected.
- check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Anne Arundel Clerk of Circuit Court

By: MBA Container Corporation P.C. Leasing Corporation  
[Signature] [Signature]  
 Signature(s) of Debtor(s) Title Signature(s) of Secured Party(ies) Title  
 (For Use in Most States)

One (1) S & S Slitter 86-4 BAE, Serial No. 8552;  
 One (1) S & S Taper, Serial No. 8447;  
 One (1) Signode Corp. Strapper ML-2JE, Serial No. 22720;  
 One (1) Signode Corp. Strapper ML-2JE, Serial No. 84657;  
 One (1) Lantech Wrapper, Serial No. SVS-80;  
 One (1) Cyklop Strapper APM-211A, Serial No. 4157;  
 One (1) Toyota Fork Truck, Serial No. FGC15-15178;  
 One (1) Allis Chalmers Fork Truck, Serial No. 21179000;  
 One (1) Yale Fork Truck;  
 One (1) Dubuit Screen Machine, Serial No. 5980-8;  
 One (1) Dubuit Screen Machine, Serial No. 5978-P;  
 One (1) Dubuit Automatic Screen Machine, Serial No. D150;  
 One (1) Dubuit Semi-Automatic Screen Machine, Serial No. 6421-P;  
 One (1) Dependable Screen Machine, Serial No. RP3;  
 One (1) American Equipment Auto. Jet Dryer, Serial No. 13266;  
 One (1) Economy Surface Bailer Style 67 2 Ton Mechanical;  
 One (1) Oliver 36" Ball Bearing Band Saw;  
 One (1) Mercedes 1982 Diesel 22 ft. Straight Bed Truck 5 Ton;  
 One (1) International 1977 Diesel Tractor Single Axle;  
 One (1) Ford Conventional Diesel Tractor Single Axle;  
 Five (5) 40 ft. 13 ft. High Tandem Axle Trailers, 1972-1974;  
 One (1) 45 ft. 13 ft. High Tandem Axle Trailer 1978;  
 One (1) Computer IBM BC with SoftWare;  
 One (1) Computer Infotec;  
 One (1) Celebrity Chevy wagon;  
 One (1) Citation Four Door 1982;  
 One (1) Delta Olds 1980;  
 One (1) Office Trailer 35 Ft.;  
 Conveyors;  
 Office Equipment and Office Furniture;

All equipment listed above complete with any and all attachments, accessions, additions, replacements, improvements, modifications and substitutions thereto and therefor and all proceeds including insurance proceeds thereof and therefrom.

P.C. LEASING CORPORATION

BY: *Lesley Weeks*

TITLE: *Asst. V.P.*

MBA CONTAINER CORPORATION

BY: *Wm. K. Thompson*

TITLE: *Vice President*

REF. ARVIN-SCH2

Mailed to Secured Party

UNIFORM COMMERCIAL CODE FINANCING STATEMENT - FORM UCC-1

- 1. PLEASE TYPE this form. Fold only along perforation for mailing.
- 2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
- 3. If the space provided for any items on the form is inadequate the items should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement (including schedules of collateral, indentures, etc.) may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
- 4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
- 5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
- 6. At the time of original filing, filing officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

MBA Container Corporation  
135 Roesler Road  
Glen Burnie, Maryland 21061

2 Secured Party(ies) and address(es)

P.C. Leasing Corporation  
630 Third Avenue  
New York, New York 10017

For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property

One (1) Curioni Box Machine, 38" x 86" Flexo, S/N 7199/220/77;  
One (1) Curioni Box Machine, 50" x 114" Flexo, S/N 037/310/86,  
One (1) Flynn & Enrich Press, 50" x 114", S/N PB 521;  
All Equipment listed above complete with any and all attachments, accessions, additions, replacements, improvements, modifications and substitutions thereto and therefor and all proceeds including insurance proceeds thereof and therefrom.

5 Assignee(s) of Secured Party and Address(es)

INITIAL AMOUNT INCURRED \$500,000.00

RECORDATION TAX PAID TO ANNE ARUNDEL CLERK OF CIRCUIT COURT

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state
- which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with Anne Arundel  
Clerk of Circuit Court

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented

MBA Container Corporation

P.C. Leasing Corporation

By: *[Signature]*  
Signature(s) of Debtor(s)

*[Signature]*  
Title

By: *[Signature]*  
Signature(s) of Secured Party(ies) Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

Mailed to Secured Party and Party

STATEMENT OF TERMINATION OF FINANCING  
(Pursuant of Uniform Commercial Code)

April 23 19 86

The UNDERSIGNED being the Secured Party named in the Financing Statement hereafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated.

Description of Financing Statement hereby terminated:

File No. 253360 Dated August 16, 1984

in the Office of Anne Arundel, Maryland  
(County/City and State)

DEBTOR OF DEBTORS (name and address):

NAME Susan B. & Alice W. Sweeney

ADDRESS 1230 E. Gemini St.

Annapolis, MD 21403

RECORD FEE 10.00  
POSTAGE .50  
#16448 CO40 R02 T19:49  
FEB 3 87

The said Filing Office, or presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Mailed to Secured Party

NAVY FEDERAL CREDIT UNION  
Secured Party

By: *[Signature]*  
(Authorized Signature)  
Robert P. Strassheim

ASSISTANT TREASURER  
(Title)

CHESAPEAKE LAND TITLE COMPANY  
504 Baltimore-Annapolis Boulevard  
Severna Park, Maryland 21146

#3578

10.3

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$\_\_\_\_\_

- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Rodger L. Myers

Address

775A Old Herald Harbor Road  
Crownsville, Md. 21032

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: P.O. Box 17292, Baltimore, Md. 21203

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

(1) Used 1975 Case 450 Crawler Dozer  
Serial # 3059874

RECORD FEE 11.00  
POSTAGE .50  
M7763 0777 001 117:50

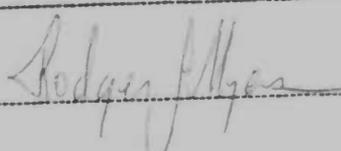
- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

FEB 3 87

- 3.  Proceeds } of the collateral are also specifically covered.  
 Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

\_\_\_\_\_  
  
 \_\_\_\_\_  
 Rodger L. Myers

Secured Party (or Assignee)

THE FIRST NATIONAL BANK OF MARYLAND

BY   
 \_\_\_\_\_  
 J. Wayne Welsh

FNB 0866

Type or print names under signatures

11/50

Mailed to Secured Party

Debtor or Assignor Form

DEALER CONTRACT

205790

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

John Wesley Jackson  
T/A J.W. Jackson Co.

5987 Brookwood Road  
Lothian, Maryland 20711

SECURED PARTY (OR ASSIGNEE)

First National Bank of Maryland —Address: P.O. Box 17292, Baltimore, Md. 21203

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

- (1) Used 1977 IHC  
260A Tractor Loader Backhoe  
S/N 101531

RECORD FEE 12.00  
 POSTAGE .50  
 847166 CTTT 001 117-52  
 FEB 3 87

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

*John W. Jackson*

BY *Ronald L. Bordeaux*

John Wesley Jackson  
T/A J.W. Jackson Co.

Ronald L. Bordeaux

FNB 0850-A

Type or print names under signatures

Mailed to Secured Party

1750

205701

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax  
 Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_

To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

Avalon Shores Vol. Fire Dept. Inc.

6270 Shady Side Road  
Shady Side, Maryland 20764

RECORD FEE 13.00  
POSTAGE .50  
MAY 16 11 17 AM '87  
FEB 3 87

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: P.O. Box 1344, Baltimore, MD. 21203

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

1987 Ford F- 350 Pickup Serial # ZFTJW35H9HCA09349

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds  Products } of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

135

Avalon Shores Vol. Fire Dept Inc.  
By: Debtor (or Assignor)

Dennis C. Skinner  
Dennis C. Skinner, Treasurer

Thomas W. Ladd  
Thomas W. Ladd, President

Secured Party (or Assignee)

THE FIRST NATIONAL BANK OF MARYLAND

BY Nancy T. Skillman  
Nancy T. Skillman

Mailed to Secured Party

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

205792

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 13,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

Design Pavements, Inc.  
 (Name)  
 P.O. Box 728  
 (Address)  
 Millersville, Maryland 21108

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND

Attn Catherine T. Lewis  
 (Name of Loan Officer)  
 18 West Street  
 (Address)  
 Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

Case Uniloader Model #1835B  
 Serial #17168062

RECORD FEE 11.00  
 RECORD TAX 91.00  
 POSTAGE .50

447711 0777 801 117455  
 FEB 3 87

Mailed to Secured Party

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate

Record Owner, if different from the Debtor

- 3  Products of the collateral are also specifically covered
- 4 Mr. Clerk Mail instrument to Secured Party named above or Assignee, if any, at the address stated

DEBTOR (OR ASSIGNOR)

Design Pavements, Inc. (Seal)  
 ✓ J Vanduren (Seal)  
 (Signature)  
 Joseph Vanduren, President  
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

(Seal)  
 (Seal)  
 (Signature)  
 (Print or Type Name)

11  
91  
50

205793

Debtor or Assignor Form

DEALER CONTRACT  
FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor  
Donald E. Hedler

Address  
1010 Shore Drive  
West River, Md. 20778

RECORD FEE 11.00  
POSTAGE .50  
MAY 13 11 17 AM 1977  
FBI 3 87

SECURED PARTY (OR ASSIGNEE)

First National Bank of Maryland —Address: P.O. Box 17292, Baltimore, MD. 21203

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

- (1) Used 1972 Case  
450 Crawler Dozer  
S/N 3048823

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Donald E. Hedler

Donald E. Hedler

Secured Party (or Assignee)

BY Ronald L. Bordeaux

Ronald L. Bordeaux

FNB 0850-A

Type or print names under signatures

Mailed to Secured Party

1150

A A Co

FINANCING STATEMENT

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) W. Gurany & Co., Inc. 808 S. Harwood Court Baltimore, Maryland 21090	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203  Attn: <u>Ronald P. Anthony</u> Assistant Vice President Return to Secured Party
--	---

3. This Financing Statement covers the following types (or items) of property  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

- A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank, and all proceeds thereof in any form whatsoever.
- B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.
- C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.
- D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.
- E. Other.

RECORD FEE 11.00  
POSTAGE .50  
MAY 1987

- 4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.
- 5. This transaction (is) (is not) exempt from the recordation tax. (Md)  
Principal amount of debt initially incurred is \$25,000.00

FEB 3 87

DEBTOR: W. Gurany & Co., Inc.  
(Type Name)  
By: William Gurany, President

SECURED PARTY:  
UNION TRUST COMPANY OF MARYLAND  
By: Ronald P. Anthony  
Attn: Ronald P. Anthony, Assistant Vice President  
(Type Name)  
December 12, 19 86  
(Date Signed by Debtor)

INSTRUCTIONS. Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

Mailed to Secured Party

11- ~~175~~ 50

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

1. DEBTOR(S) and Address(es)  Keller Truck Equipment, Inc. 8683 Cherry Lane Laurel, MD 20707	2. SECURED PARTY and Address <b>UNION TRUST COMPANY OF MARYLAND</b> Baltimore & St. Paul Streets Baltimore, Maryland 21203  Attn: Joseph A. Ruth  <b>Return to Secured Party</b>
--	---

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of truck parts (equipment) (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other

RECORD FEE 11.00  
POSTAGE .50  
047704 0777 001 118-19

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 125,000

Equipment valued at \$20,000 . . . To be taxed on that amount only

DEBTOR:

SECURED PARTY:  
UNION TRUST COMPANY OF MARYLAND

Keller Truck Equipment, Inc. By: Joseph A. Ruth  
(Type Name)

By: Wayne E. Keller, President Joseph A. Ruth  
(Type Name)

By: Donald E. Keller, Vice President Nov 17 19 86  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

Tax paid to SDAT  
\$77.00 12-23-86

Mailed to Secured Party

FINANCING STATEMENT

File No.

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es)  <b>Printer's Ink, Inc.</b> <b>T/A Minuteman Press</b> <b>10 Aquahart Road</b> <b>Glen Burnie, Maryland 21061</b>	2. SECURED PARTY and Address <b>UNION TRUST COMPANY OF MARYLAND</b> Baltimore & St. Paul Streets Baltimore, Maryland 21203  Attn: <u>Rebecca Wick - TD009</u>  <b>Return to Secured Party</b>
---	--

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank, and all proceeds thereof in any form whatsoever.

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other



RECORD FEE	12.00
RECORD TAX	140.00
POSTAGE	.50

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$20,000.00

RECORD 0777 001 110-19

DEBTOR:

SECURED PARTY:  
UNION TRUST COMPANY OF MARYLAND

FEB 3 1987

**Printer's Ink, Inc., T/A Minuteman Press**

By: \_\_\_\_\_

By: Donald M. Dailey - President

**Frank H. Knoke, Vice President**

By: \_\_\_\_\_

**December 22, 1986**

(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

18  
140  
SD

Mailed to Secured Party

Anne Arundel County

BOOK 507 PAGE 327

205797

FINANCING STATEMENT

Filing Officer's box

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1 DEBTOR(S) and Address(es)</p> <p>A I of Maryland, Inc. c/o Sherwood Ford 5104 York Road Baltimore, Md. 21212</p>	<p>2 SECURED PARTY and Address</p> <p>UNION TRUST COMPANY OF MARYLAND Baltimore &amp; St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: _____</p> <p>Return to Secured Party</p>
---	--

3. This Financing Statement covers the following types (or items) of property: All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

XX A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of CAR RENTAL (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank, and all proceeds thereof in any form whatsoever:

XX B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

XX C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

RECORD FEE 11.00  
POSTAGE .50  
M9906 0777 RM 118:20

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 150,000.00



FEB 3 87

DEBTOR:

SECURED PARTY:  
UNION TRUST COMPANY OF MARYLAND

A I OF MARYLAND INC.  
(Type Name)  
By: David Bruce Rogers, Pres.  
By: Donald Paul Rogers, Sec.

By: Imelda Liberatore  
Imelda Liberatore  
(Type Name)  
12/30/ 1986  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

Business located in more than one county  
Taxes pd. to State 506.00 1-16-87

Other Business Locations:

314 West Bel Air Avenue  
Aberdeen, Maryland 21001

506 Camp Mead Road South  
Linthicum, Maryland 21010

Mailed to Secured Party

Handwritten initials

Anne Arundel Co.

BOOK 507 PAGE 328 205798

FINANCING STATEMENT

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1 DEBTOR(S) and Address(es)  Braswell Precision, Inc. Suite D 7533 Connelley Drive Hanover, Maryland 21076	2 SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203  Attn: _____  Return to Secured Party
---	---

3 This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Machine Shop (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank, and all proceeds thereof in any form whatsoever.

B All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E Other 1981 Matsuura Machining Center, Model 1000  
SERIAL NO. 80091512

RECORD FEE	11.00
RECORD TAX	490.00
POSTAGE	.50
849508 0777 001 718-22	

4 Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5 This transaction  (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$70,000.00

FEB 3 87

DEBTOR

SECURED PARTY:  
UNION TRUST COMPANY OF MARYLAND

Braswell Precision, Inc.  
(Type Name)

By Gary W. Thomas

By James K. Braswell  
James K. Braswell, President

Gary W. Thomas, Vice President  
(Type Name)

DECEMBER 1 1986  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

Mailed to Secured Party

11 490-80

Anne Arundel Co

BOOK 507 PAGE 329

285799

FINANCING STATEMENT

File No.

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1 DEBTOR(S) and Address(es) Coastal Communications, Inc. Route 11 532 Ridge Road Annapolis, Maryland 21401	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203  Attn: Peggy Taylor  Return to Secured Party
---	---

3. This Financing Statement covers the following types (or items) of property  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Telephone Installers (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank, and all proceeds thereof in any form whatsoever.

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other

RECORDING FEE	11.00
RECORD TAX	175.00
POSTAGE	.50

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md)  
Principal amount of debt initially incurred is \$25,000.00

101 118-22  
98  
FEB 3 87

DEBTOR:

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

Coastal Communications, Inc.

By Andrew J. Hundertmark, A.V.P.

By Benjamin F. Keeseey, Jr.

Andrew J. Hundertmark, A.V.P.

By Jesse L. Ault, Jr.

January 6 19 87

INSTRUCTIONS: Sign in ink, type or print other information in ink. Margins are for use of Filing Officer only Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

175 50

Mailed to Secured Party

MARYLAND FINANCING STATEMENT

205800 UCC-1

- Not Subject to Recordation Tax - Conditional Sales
- Recordation Tax of \$ \_\_\_\_\_ on \_\_\_\_\_ Contract

Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR Cunningham Concrete Company  
(Name or Names)

1073 St. Stephens Church Road Crownsville, MD 20132  
(Address)

DEBTOR \_\_\_\_\_  
(Name or Names)

(Address)

2 SECURED PARTY Chesapeake Supply and Equipment Company  
(Name or Names)

8366 Washington Blvd. Savage, MD 20863  
(Address)

3 ASSIGNEE (if any) of SECURED PARTY Union Trust Company of Maryland  
(Name or Names)

Commercial Finance Division P.O. Box 22497 Baltimore, MD 21203  
(Address)

4 This Financing Statement covers the following types (or items) of property:

One (1) Tampo RS16D roller s/n: 105147914.

RECORD FEE 11.00  
POSTAGE .50  
849610 CTTI 001 TLR 23

Not Subject to Recordation Tax - Conditional Sales Contract

FEB 3 87

5 The above described goods are affixed to, or are to be affixed to the following described real estate

- 6. Proceeds of Collateral are covered hereunder: Yes  No
- Products of Collateral are also covered: Yes  No

Mailed to Secured Party

DEBTOR(S): Cunningham Concrete Company

By: [Signature]  
James Cunningham President  
(Type or print name of person signing)

SECURED PARTY: Chesapeake Supply and Equipment Company

By: [Signature]  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Type or print name of person signing)

Return To: Union Trust Company of Maryland (ATTN)  
Commercial Finance Division P.O. Box 22497 Baltimore, MD 21203

STATEMENT OF TERMINATION OF FINANCING  
(Pursuant to Uniform Commercial Code)

January 14, 1987

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 222,935 in Office of *Harold L. ...* A. A. MD. (Filing Officer) (County and State)

Debtor or Debtors (name and Address):

*Marie H. ...*  
*PO Box 175*  
*... Park Rd 2146*

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

*Household Finance Corp.*  
Secured Party

By *[Signature]*  
Its Branch Office Manager

RECORD FEE 10.00  
POSTAGE .50  
PARTIAL CTTT R01 T1732  
FEB 3 87

Form 91 MD (3-79)

Mailed to Secured Party

BOOK 507 PAGE 331

0991

265801

STATE OF MARYLAND

BOOK 507 PAGE 332

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 237101

RECORDED IN LIBER <sup>FILM</sup> 435 FOLIO 343 ON March 19, 1981 (DATE)

1. DEBTOR NOT SUBJECT TO RECORDATION TAX

Name Ramsey Inc. t/a Berlitz Marina

Address 5910 Vacation Lane, Deale, MD 20751

RECORD FEE 10.00  
POSTAGE  
449757 0777 RO1 117.47  
FEB 3 87

2. SECURED PARTY

Name MerCredit Corporation

Address P. O. Box 5518, Hamden, CT 06518

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>TERMINATION</p>
	Mailed to Secured Party	

Dated January 15, 1987

*Christine Mears*  
(Signature of Secured Party)

Christine Mears  
Type or Print Above Name on Above Line

150

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 20,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to.

Anne Arundel County

5. Debtor(s) Name(s) William S. Wheeler, Individually & T/A Edgewater Laundromat Address(es) 113 Mayo Road Edgewater, Maryland 21037

6. Secured Party First Federal Savings & Loan Association of Annapolis Address 1832 George Avenue Annapolis, Maryland 21401  
 Attention: C. Partridge-Loan Processor  
 (Type name & Title)

RECORD FEE 11.00  
 RECORD TAX 140.00  
 POSTAGE .50  
 34177 OTT 301 T10-01

FEB 3 87

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
- 8. Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtor: William S. Wheeler, Individually and T/A Edgewater Laundromat (Seal) \_\_\_\_\_ (Seal)  
William S. Wheeler, Individually and T/A Edgewater Laundromat (Seal) \_\_\_\_\_ (Seal)  
 Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.  
 2-2820 (3/85)

Mailed to Secured Party

190 50

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Anne Arundel
- 3.  Not subject to Recordation Tax
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 35,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s): Norman D. Slovis, D.D.S. and Arnold J. Slutskin, D.D.S. Address(es): 1438 Defense Highway, Suite 101 Gambrills, Maryland 21054

6. Secured Party: Maryland National Bank Address: Department Commercial Loan  
 Attention: Lisa Keller Post Office Box 987, Mailstop 500-501  
 Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including without limitation, all proceeds of any insurance policies covering all or any part of such property.
- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
  - B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
  - D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
  - F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

RECORD FEE 12.00  
 RECORD TAX 245.00  
 FILING FEE 50  
 34734 577 01 110.08

Debtor: Norman D. Slovis, D.D.S and Arnold J. Slutskin, D.D.S

Secured Party: Maryland National Bank

By: Norman D. Slovis (Seal)  
 Type name and title, if any: Norman D. Slovis

By: Clarence J. Snuggs (Seal)

By: Arnold J. Slutskin (Seal)  
 Type name and title, if any: Arnold J. Slutskin

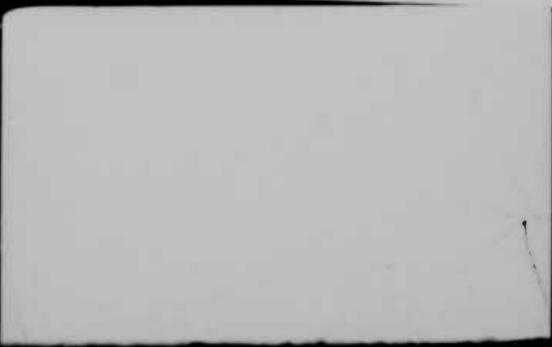
Clarence J. Snuggs-Assistant Vice President  
 Type name and title

MARYLAND NATIONAL BANK

FEB 4 87

Mailed to Secured Party

12-  
 245  
 25750



FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records, A.A. County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 45,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) Address(es)  
 Hill/Lamone Leasing, Inc. c/o Christopher H. Hill  
 200 Hospital Drive-Suite 113  
 Glen Burnie, Maryland 21061  
 Address P.O. Box 1661  
 Baltimore, MD 21203 1661

RECORD FEE 11.00  
 RECORD TAX 301.00  
 POSTAGE .50  
 847987 0040 001 711-43  
 FEB 4 87

6. Secured Party  
 PROVIDENT BANK OF MARYLAND  
 Attention: Dennis R. Krugman  
(Type name & title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, given as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors Hill/Lamone Leasing, Inc.

\_\_\_\_\_  
 Christopher H. Hill (Seal) \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

11-301, 56

SCHEDULE A(1) Telephone Equipment

- (1) Direct Station Selector
- (8) Omega IV Electronic Telephones with Display Screens
- (4) Speaker Phones
- (1) Handsfree Response at All Stations
- (1) System Trunk Conferencing
- (1) Speed Dialing Package
- (1) Zone Paging Unit

(2) Word Processing Equipment

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>
950744	Compucorp 795
452897	Compucorp 745
452898	Compucorp 745
452930	Compucorp 745
350051	Compucorp 745
2619609	Exxon Upgrade
2624386	Exxon Upgrade
2019619	Exxon Upgrade
2024218	Exxon Upgrade
2232206	Exxon Upgrade
100268	300 Baud Modem
6Y22889	300 Baud Modem
59851	F10/40 Printer
60182	F10/40 Printer
60197	F10/40 Printer
10085	BDS 630/8 Laser Printer
*****	NCC Board for 775
*****	Legal Billing Software
*****	General Ledger Software
NIX*	Installation & Training
452930	Compucorp 745 Workstation
350051	Compucorp 735
59851	Printer C.I.TOH F10/40S
60182	Printer C.I.TOH F10/40S
60197	Printer C.I.TOH F10/40S

- (3) Any and all Lease Agreements covering the aforementioned equipment.

Mailed to Secured Party

RECORDS

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records, A.A. County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) Address(es)  
 Florida Marina & Boat Sales, Inc. 2904 Mountain Road  
 T/A: Boatland and/or Florida Boatland Pasadena, Maryland 21122

RECORD FEE 13.00  
 POSTAGE .50  
 BATES 2040 P01 T11144  
 FEB 4 87

6. Secured Party Address P.O. Box 1661  
 PROVIDENT BANK OF MARYLAND Baltimore, MD 21203 1661  
 Attention: Thomas D. O'Brien

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtor: Florida Marina & Boat Sales, Inc.  
 By: [Signature] (Seal) \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

1320

SCHEDULE A

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>	BOOK 507 PAGE 338
Sunbird	E-III-SLC	SB2E3010M687	15140.25
Sunbird	218	SB218120L687	10279.80
Sunbird	Euro I	SB2EI103L687	6651.00
Sunbird	Euro I	SB2EI097L687	6888.60
Sunbird	Euro I	SB2EI101L687	6888.60

Mailed to Secured Party

RECORD FEE 12.00  
POSTAGE .50

FINANCING STATEMENT

CHAPTER 0040 001 T11-45

FEB 4 87

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records, AA County.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

5. Debtor(s) Name(s) Address(es)  
 Christopher H. Hill, Individually 2444 Old Solomon's Island Road  
 and t/a Law Offices of Christopher H. Hill Annapolis, Maryland 21401

6. Secured Party Address  
 PROVIDENT BANK OF MARYLAND P.O. Box 1061  
 Attention: Dennis R. Krugman Baltimore, MD 21203 1061  
Provisional & 2/87

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, repleated or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, repleated or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

H. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

I.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate

is/are: Christopher H. Hill, Individually and  
 Debtors: t/a Law Offices of Christopher H. Hill  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

1850

Mailed to Secured Party

265806

BOOK 507 PAGE 340

RECORD FEE 11.00  
#30037 C040 801 T12-27

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and Address(es) Franklin Sales & Service Co., Inc. 809 H Barkwood Court Linthicum Heights, MD 21090		2. Secured Party(ies) Name(s) and Address(es) First Pennsylvania Bank N.A. Center Square West 16th & Market Streets Philadelphia, PA 19101		3. <input type="checkbox"/> The Debtor is a transmitting utility
				4. For Filing Officer: Date, Time, No. Filing Office

FEB 4 87

5. This Financing Statement covers the following type(s) (or items) of property:  
All of debtor's accounts receivable, inventory, contract rights, machinery and equipment, whether now owned or hereafter acquired, together with all proceeds (including, but without limitation insurance proceeds) and products thereof.

6. Assignee(s) of Secured Party and Address(es)  
\*Recordation tax not required.

7.  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
 \*(Describe Real Estate in Item 8)

Products of the Collateral are also covered

8. Describe Real Estate Here  This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner  
Irammell Crow Company

809 H Barkwood Court No. & Street	Linthicum Heights Town or City	County	Section	Block	Lot
--------------------------------------	-----------------------------------	--------	---------	-------	-----

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):

which is proceeds of the original Collateral described above in which a security interest was perfected; or

acquired after a change of name, identity or corporate structure of the Debtor; or

as to which the filing has lapsed; or

already subject to a security interest in another jurisdiction

when the Collateral was brought into this State; or  when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:

Consignee(s) and Consignor(s); or

Lessee(s) and Lessor(s)

Franklin Sales & Service Co., Inc. First Pennsylvania Bank N.A.

By Clarence Good Signature(s) of Debtor(s) President By Howard L. Lambert Signature(s) of Secured Party(ies) Asst. Vice President

(1) FILING OFFICER COPY - NUMERICAL (3/83) STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

Mailed to Secured Party

11760

Cont  
113

12-70

BOOK 507 PAGE 341

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. F21-7 U.C.C. 1/79

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. I.O. 242777 recorded in  
Liber 450 Folio 265 on June 1, 1982 (Date).

1. DEBTOR(S):  
Name(s) William T. & Joan R. White  
Address(es) 1161 Singer Dr., Singer Island, Fl 33404 (A.A. Co.)

2. SECURED PARTY:  
Name First Penna. Bank NA.  
Address 3020 Market St., 2nd Floor, Phila., Pa 19104

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.

4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORD FEE 10.00  
FEB 4 1987

10.50

9. SIGNATURES.  
Thomas Maugeri  
Thomas Maugeri, Assist. Secy.

SECURED PARTY  
First Pennsylvania Bank N.A.  
By John K. Price  
John K. Price, AVP  
(Type, Name and Title)

DEBTOR(S)  
(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

Mailed to Secured Party

507 PAGE 342

To Be Recorded In The Land Records  
And In The Chattel Records Of The  
Local Jurisdiction And Among The  
Financing Statement Records Of The  
State Department Of Assessments  
And Taxation.

Subject To Recording Tax On  
Principal Amount Of \$390,000.00  
Which Was Paid To The Clerk Of The  
Circuit Court Of Anne Arundel  
County Upon The Filing Of A Deed  
Of Trust.

**FINANCING STATEMENT**  
(Maryland - U.C.C.-1)

RECORD FEE 17.00  
H50061 0040 R01 112:58

1. **DEBTOR:**

**JAMES F. LOMMA**  
286 Central Avenue  
South Kearney, New Jersey 07032

FEB 4 87

2. **SECURED PARTY:**

**BALTIMORE FEDERAL FINANCIAL, F.S.A.**  
300 East Lombard Street  
Baltimore, Maryland 21202

Attention: Commercial Lending Division

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:

- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including a ten-ton Manning Maxwell & Moore overhead crane, one sixty foot wide one hundred ten foot long crane runway outside extension, one built-in truck scale, one air compressor (PDM #013001) and two underground fuel storage tanks, and also including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.
- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real

property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
  - d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
  - e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
  - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
  - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
  - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
  - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and

recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property. Exhibit A attached hereto consists of 1 page(s).

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

  
\_\_\_\_\_  
JAMES F. LOMMA (SEAL)

Date: December 12, 1986

TO FILING OFFICER: After this Statement has been recorded, please return to:

Patrick Ash  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (DRN) 5965

5965  
L-00.46

BOOK 507 PAGE 345

EXHIBIT 'A'

All that lot of ground situate in Anne Arundel County, State of Maryland and described as follows:

Lot No. 1, as shown on a plat entitled, "Property of Pittsburgh-Des Moines Corporation", which plat is recorded among the Land Records of Anne Arundel County in Plat Book EAC No. 90, Folio 40. The improvements thereon being now or formerly known as No. 701 Pittman Road.

Being part of the property which by Deed dated August 28, 1958 and recorded among the Land records of Anne Arundel County in Liber 1231 folio 482 was granted and conveyed by Marley Neck-Patapsco Company to Pittsburgh-Des Moines Steel Company which is now known as Pitt-Des Moines, Inc.

Mailed to Secured Party

265808

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax  
 Subject to Recordation Tax; Principal  
Amount is \$ 7,000.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor  
Judy M. Mills  
Paul B. Arter

Address  
1280 Crossover Drive  
Edgewater, MD 21037

Secured Party

Address

RECORD FEE 12.00

RECORD TAX 49.00

POSTAGE .50

FEB 4 1987 0040 R02 T14:40

Assignee

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

FEB 4 87

All Equipment and inventory now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such equipment and inventory.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds  Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Judy M. Mills  
*Judy M. Mills*

FARMERS NATIONAL BANK OF MARYLAND

Paul B. Arter

*Paul B. Arter*

BY *Frank T. Lowman*  
Frank T. Lowman  
Senior Vice President

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

18.00  
19.00  
1.00

Mailed to Secured Party

13.50

BOOK 507 PAGE 347

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 236245 recorded In Liber 433, Folio 142 on Jan. 13, 1981 (date)

1. DEBTOR(S):

Name(s): Robert M. & Lorraine H. Varnon
Address(es): 3101 Katrina Lane
Annapolis, MD 21143

2. SECURED PARTY:

Name: State National Bank of Maryland
Address: 11616 Rockville Pike
Rockville, MD 20852

RECORD FEE 13.00
POSTAGE 50
#16473 0040 R03 119:03
FEB 3 87

Person and Address to whom Statement is to be returned if different from above.

Maryland Capitol Title Corporation
2024 West Street
Annapolis, MD 21401

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3. ( ) CONTINUATION. The original Financing Statement referred to above is still effective.
4. (X) TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ( ) ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. ( ) AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. ( ) RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. DEBTOR:

Robert M. & Lorraine Varnon

SECURED PARTY:

State National Bank of Maryland
By Reginald C. Kimble, Jr. V.P.
(Type Name and Title)

1300

Mailed to Secured Party

TCM 5231  
\$13.50

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 51 Page No. 82  
Identification No. 33249 Dated Dec. 29, 1965

1. Debtor(s) ( FARR, Gene G, and F. Jean, His Wife  
Name or Names - Print or Type  
5625 Torquay Reach Linthicum, Maryland  
Address - Street No., City - County State Zip Code

2. Secured Party ( Metropolitan Life Insurance Company c/o Wye Mortgage Corporation  
Name or Names - Print or Type  
7801 York Road Baltimore, Maryland 21204  
Address - Street No., City - County State Zip Code

3. Maturity Date (if any) November 1, 1995

4. Check Applicable Statement:

RECORD FEE 1.00  
RECORD FEE 9.00  
POSTAGE .50

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORDED  
FEB 3 87

METROPOLITAN LIFE INSURANCE COMPANY

WITNESS our hands and seals this 13th day of February 19 86

WITNESS:

BY: WYE MORTGAGE CORPORATION

*[Handwritten signatures]*

*[Handwritten signature]*  
Nancy L. Shauck, Vice President  
*[Handwritten signature]*  
Richard N. Schmertzler, Vice President

As its "Attorneys in Fact" (Power of Attorney recorded in Anne Arundel County Liber 3380, Folio 606.)

10.50

Mailed to Secured Party

265809

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Anne Arundel County, MD
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) Banner Lighting Co. of Annapolis, MD, Inc. Address(es) 51 Annapolis Mall, Annapolis, MD 21401  
 REGISTRATION FEE 11.00  
 300087 0717 AM 114-05

6. Secured Party Maryland National Bank Address: Department Maryland National Bank  
Attention Daniel T. Gnau, III Wheaton Plaza  
Baltimore, Maryland 21203 Wheaton, MD 20902  
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property) (Continued on Schedule A)

Debtor Banner Lighting Co. of Annapolis Md, Inc. Secured Party Maryland National Bank

By Arnold Banner (Seal) Pres.  
 Type name and title, if any  
Arnold Banner, President

By Daniel T. Gnau, III (Seal)  
 Type name and title  
Senior Officer and Manager

By \_\_\_\_\_ (Seal)  
 Type name and title, if any

By \_\_\_\_\_  
 Type name and title

11

FINANCING STATEMENT

265810

- 1.  To Be Recorded in the Land Records.
- 2.  To Be Recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) Address(es)  
 Taylor & Tucker Construction, Inc. P.O. Box 126  
 Churchton, Md. 20733

6. Secured Party Address  
 Maryland National Bank P.O. Box 201  
 Attention: Thomas Coleman Churchton, Md. 20733

RECORD FEE 11.00  
 POSTAGE .50  
 RECEIVED BY THE BANK FEB 4 1987

7. This Financing Statement covers the following property and all proceeds and products thereof including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory: All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Contract Rights: All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. Accounts: All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. General Intangibles: All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. Chattel Paper: All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. All Equipment: All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Specific Equipment: All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. Other: All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Taylor & Tucker Construction, Inc.

*Harry L. Taylor, II* (Seal)  
 Harry L. Taylor, II President

*Howard E. Tucker* (Seal)  
 Howard E. Tucker, V. President

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

Secured Party  
 Maryland National Bank

*Thomas Coleman* (Seal)

Thomas Coleman-Manager

Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

11/50

BOOK 507 PAGE 351

Schedule A

Case 580 Super E Tractor loader Backhoe  
w/Power Shuttle Trans. (new)  
Serial #0017011009

Mailed to Secured Party

265811

### FINANCING STATEMENT

- 1  To Be Recorded in the Land Records at \_\_\_\_\_
- 2  To Be Recorded among the Financing Statement Records at Ann Arundel County
- 3  Not subject to Recordation Tax.
- 4  Subject to Recordation Tax on an initial debt in the principal amount of \$7,323.75 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5 Debtor(s) Name(s)

Address(es)

EDI, Inc.

7484-R Candlewood Road  
Hanover, Maryland 21076

RECORD FEE  
RECORD TAX  
POSTAGE

11.00  
52.50  
.50

#50104 0777 RM 114:44

6 Secured Party

Address

Maryland National Bank  
Attention: Robert J. Worthen

1600 East Gude Dr.  
Rockville, MD 20850

(Mr. Clerk, Please return to Maryland National Bank to the department at the address set forth in paragraph 6 above.)

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

FEB 4 87

A. *Inventory* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

C. *Accounts* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

D. *General Intangibles* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

E. *Chattel Paper* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof

F. *All Equipment* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

G. *Specific Equipment* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

H. *Other* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof

8  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Joseph G. Carley, Jr., Pres. (Seal)

Ralph W. Notto, Exec. V. Pres. (Seal)

\_\_\_\_\_ (Seal)

Secured Party  
Maryland National Bank

Robert J. Worthen (Seal)

Robert J. Worthen, Branch Officer

Type name and title

### MARYLAND NATIONAL BANK

11-  
52.50  
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SCHEDULE A

- 1 Compag desk Pro/386, Model 40, Serial #4636AJ4B0584
- 1 Enhanced Graphic Display Controller, EGA BDF/286-386
- 1 EGA Monitor, Serial #6213161MC801
- 1 Software Operating System Compag DOS 3 Rel 3.1

Mailed to Security

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records at Talbot County, Md
- 3.  Not subject to Recordation Tax
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 1,500,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) Easton Petroleum Co. Inc. Address(es) 404 S. Aurora St. Easton, Md 21601  
8195 Ritchie Highway Pasadena, Md 21122

6. Secured Party Maryland National Bank Address P.O. Box 2318 Salisbury, Md 21801  
Attention Ann Bedient

(Mr. Clerk Please return to Maryland National Bank to the department at the address set forth in paragraph 6 above.)

RECORD FEE 11.00  
 POSTAGE .50

40195 077 01 714144

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:
- A. Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
  - B. Contract Rights.** All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - C. Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
  - D. General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - E. Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
  - F. All Equipment.** All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - G. Specific Equipment.** All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - H. Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

FEB 4 87

EASTON PETROLEUM CO., INC.  
 By: [Signature] (Seal)  
M. Marwin Taylor EXEC VICE PRES (Seal)  
 \_\_\_\_\_ (Seal)

Secured Party  
 Maryland National Bank  
[Signature] (Seal)  
 Type name and title

Mailed to Secured Party

MARYLAND NATIONAL BANK

1150

205513

FINANCING STATEMENT

1  To Be Recorded in the Land Records at \_\_\_\_\_  
2  To Be Recorded among the Financing Statement Records at Anne Arundel County  
3  Not subject to Recordation Tax  
4  Subject to Recordation Tax on an initial debt in the principal amount of \$ 55,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax of the initial debt has been paid to Circuit Court of Anne Arundel County (\$385.00) 12/9/86

5 Debtor(s) Name(s) Address(es)  
T.S.F., Inc. t/a Hampton House 200 South Main Street  
Annapolis, Maryland 21401

RECORD FEE 12.00  
RECORD TAX 33.00

6 Secured Party Address  
Maryland National Bank P.O. Box 17372  
Attention: LDRU MS 022801 Baltimore, Maryland 21203  
(Mr. Clerk: Please return to Maryland National Bank to the department at the address set forth in paragraph 6 above.)

POSTAGE .50

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

T.S.F., Inc. t/a Hampton House  
By: Thomas S. Fazekas (Seal)  
Thomas S. Fazekas - President

Secured Party  
Maryland National Bank  
Ruth F. Riley (Seal)

Ruth F. Riley - Legal Documentation Officer  
Type name and title

207-95 PE-1-85

10  
385  
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MARYLAND NATIONAL BANK

RETURN TO:  
MARYLAND NATIONAL BANK  
ATTN: LEGAL DOCUMENTATION  
REVIEW UNIT  
P.O. BOX 17372  
BALTIMORE, MARYLAND 21203

Mailed to Secured Party

1399963 -0001

205814

507 PAGE 356

RECORD FEE 13.00  
POSTAGE .50  
#50107 0777 001 11045

### FINANCING STATEMENT

- 1  To Be Recorded in the Land Records at \_\_\_\_\_
- 2  To Be Recorded among the Financing Records at Anne Arundel County
- 3  Not subject to Recordation Tax
- 4  Subject to Recordation Tax on an initial debt in the principal amount of \$ 1000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Prince George's County

FEB 4 87

5 Debtor(s) Name(s): Jumbo Food Stores, Inc. Address(es): SEE ATTACHED LISTING FOR ADDRESS(ES)  
Jumbo Food Stores of Maryland, Inc.  
Jumbo Food Stores of Virginia, Inc.  
Jumbo Produce, Inc.  
 6 Secured Party Maryland National Bank Address: Department CLDRU - Maryland National Bank  
7474 Greenway Center DR.  
Suite 110  
Greenbelt, MD 20770  
 Attention B. Ripple  
 (Mr. Clerk Please return to Maryland National Bank as indicated in paragraph 6 above.)

7 This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

- A Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G Specific Equipment. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H Other. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_  
 (to be completed if the Debtor does not have an interest of record in the real estate.)  
 Description of Collateral (or Real Property) (Continued on Schedule A)

Debtor: Jumbo Food Stores, Inc. Secured Party: Maryland National Bank  
 By: X Michael S. Herman (Seal) Type name and title, if any  
 By: X Elizabeth H. Sheehan (Seal) Type name and title  
Elizabeth H. Sheehan, Commercial Loan Officer

### MARYLAND NATIONAL BANK

207-95 REV 1-86  
 DEBTOR: Jumbo Food Stores of Maryland, Inc. DEBTOR: Jumbo Produce, Inc.  
 By: X Michael S. Herman Michael S. Herman, Secretary-Treasurer  
 By: X Michael S. Herman Michael S. Herman, Secretary-Treasurer  
 DEBTOR: Jumbo Food Stores of Virginia, Inc.  
 By: X Michael S. Herman Michael S. Herman, Secretary-Treasurer

BOOK 507 PAGE 357

Jumbo Food Store #4  
2400 University Boulevard  
Hyattsville, Maryland 20782  
Prince George's County

Jumbo Food Store #8  
12145 Rockville Pike  
Rockville, Maryland 20852  
Montgomery County

Jumbo Food Store #9  
6300 New Hampshire Avenue  
Takoma Park, Maryland 20912  
Prince George's County

Shoppers Food Warehouse #18  
7790 Riverdale Road  
New Carrollton, Maryland 20784  
Prince George's County

Shoppers Food Warehouse #19  
6881 New Hampshire Avenue  
Takoma Park, Maryland 20912  
Prince George's County

Shoppers Food Warehouse #21  
15108 Frederick Road  
Rockville, Maryland 20850  
Montgomery County

Shoppers Food Warehouse #23  
6300 Coventry Way  
Clinton, Maryland 20735  
Prince George's County

Shoppers Food Warehouse #12  
18140 Village Mart Drive  
Olney, Maryland 20832  
Montgomery County

Shoppers Food Warehouse #14  
9195 Central Avenue  
Capitol Heights, Maryland 20743  
Prince George's County

Shoppers Food Warehouse #17  
264 Solomons Island Road  
Annapolis, Maryland 21401  
Anne Arundel County

Mailed to Secured Party

FINANCING STATEMENT

- 1  To Be Recorded in the Land Records at \_\_\_\_\_
- 2  To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3  Not subject to Recordation Tax
- 4  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5 Debtor(s) Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_  
 Gunthers Leasing Transport, Inc. 7462 Railroad Ave.  
 Harmans, Maryland 21077

6 Secured Party \_\_\_\_\_ Address \_\_\_\_\_  
 Maryland National Bank 7310 Ritchie Highway  
 Attention F. Hughes Glen Burnie, Maryland 21061  
 (Mr. Clerk: Please return to Maryland National Bank to the department at the address set forth in paragraph 6 above)

RECORDING FEE 11.00  
 POSTAGE .50  
 #50108 CTYV R01 11A147

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

- A *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
  - B *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - C *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods
  - D *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - E *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
  - F *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - G *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - H *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
- 8  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

FEB 4 87

Gunther's Leasing Transport, Inc.

Mark Gunther Pres. (Seal)  
 Mark Gunther, President

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

Secured Party  
Maryland National Bank

M. Faye Hughes (Seal)

M. Faye Hughes, Sr. Branch Officer  
 Type name and title

11.50

SCHEDULE A

BOOK 507 PAGE 359

THIS SCHEDULE A is attached to and made part of a Financing Statement/  
Security Agreement \_\_\_\_\_  
Security Agreement/Financing Statement \_\_\_\_\_

2 Fruehauf Semi Trailers Model FBX-F2-48W Serial #'s 1H2V04821HH001603  
1H2V04823HH001702 1987

2 Essex Travel Conveyors #'sTC6-47

Mailed to Secured Party

11 50

265826

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) John W. Ritter Trucking, Inc. Address(es) P.O. Box 244  
Millersville, MD 21108

6. Secured Party Maryland National Bank Address P.O. Box 17372  
Baltimore, MD 21203  
Attention: LDRU

RECORD FEE 11.00  
POSTAGE .50

156123 CTT MI 115409

(Mr. Clerk: Please return to Maryland National Bank to the department at the address set forth in paragraph 6 above.)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

G *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

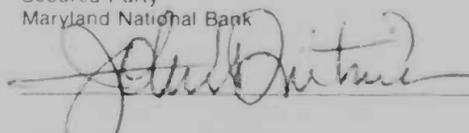
8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference

 (Seal)  
Edmond W. Ritter, President

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

Secured Party  
Maryland National Bank

 (Seal) V.P.

John E. Dietrich, VP

Type name and title

FEB 4 87

MARYLAND NATIONAL BANK

1172

376 0881 - 0001

RECORD FEE 11.00  
POSTAGE .50

FINANCING STATEMENT

- 1  To Be Recorded in the Land Records at \_\_\_\_\_
- 2  To Be Recorded among the Financing Records at Clerk of the Circuit Court of Anne Arundel County
- 3  Not subject to Recordation Tax
- 4  Subject to Recordation Tax on an initial debt in the principal amount of \$ 15,000.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Howard County

5 Debtor(s) Name(s) BERNE, EDELSTEIN, LLEWELLYN, P.A. Address(es) 1667 Crofton Centre  
Crofton, Maryland 21114  
6395 Dobbin Road  
Columbia, Maryland 21045

6 Secured Party Maryland National Bank Address 7474 Greenway Center Drive, Suite 110  
Greenbelt, Maryland 20770  
Attention Chrissie Moore  
(Mr. Clerk Please return to Maryland National Bank as indicated in paragraph 6 above.)

#50124 6777 001 115-09  
FEB 6 87  
TB

- 7 This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including without limitation, all proceeds of any insurance policies covering all or any part of such property
- A *Inventory* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted together with all cash and non-cash proceeds and products thereof
  - B *Contract Rights* All of the contract rights of each Debtor both now owned and hereafter acquired together with all cash and non-cash proceeds and products thereof
  - C *Accounts* All of the accounts of each Debtor (including without limitation all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired together with (i) all cash and non-cash proceeds thereof and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods
  - D *General Intangibles* All of the general intangibles of each Debtor (including without limitation all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents) both now owned and hereafter acquired together with all cash and non-cash proceeds and products thereof
  - E *Chattel Paper* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof
  - F *All Equipment* All of the equipment of each Debtor, both now owned and hereafter acquired together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof
  - G *Specific Equipment* All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof
  - H *Other* All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference together with all cash and non-cash proceeds thereof
- 8  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property) (Continued on Schedule A)

Debtor BERNE, EDELSTEIN, LLEWELLYN, P.A.

Secured Party Maryland National Bank

By Alan Berne (Seal)  
Type name and title of Debtor Alan Berne, President

By John C. Sorensen (Seal)  
Type name and title of Secured Party John C. Sorensen  
Commercial Loan Officer

11/30

MARYLAND NATIONAL BANK

(Secured Party or Beneficiary)

SCHEDULE A

BOOK 507 PAGE 362

This is the Schedule A to

- a deed of trust
- an indemnity deed of trust
- a security agreement
- a financing statement
- \_\_\_\_\_

dated \_\_\_\_\_, 19\_\_\_\_, and executed by \_\_\_\_\_  
BERNE, EDELSTEIN, LLEWELLYN, P.A., By Alan Berne, President

("Grantor" or "Debtor") This Schedule A provides more space in which to describe the property covered by the above document(s):

Property Description (continued):

- One (1) Royal "16" Patient Chair-Color: Nylon IV-6877-Nutmeg
- One (1) Royal Articulating Headrest
- One (1) Royal Anesthesia Arm-Adjustable
- One (1) Royal Fourway Foot Control
- One (1) Royal Fabric Insert
- One (1) Star Titan S. Scaler-4 hole
- One (1) Prisma #425-04-02 Doctor/Hygienist Two Handpiece Selector with Cuspider and Vacuum
- One (1) Prisma Light Post to House D/Eze Daray Light
- One (1) Denteleze Daray Unit Mounted Light
- One (1) Midwest Insight F.O. System Complete with Quietair (FO H.P. Swivel B.E. Hose)
- One (1) Brubaker Custom L/R Alabama Mobile Cabinet with Almond Top and Pico Pecan Base (31"H X 20"W X 20"D)
- One (1) Petton Crane Wall Mounted Upper Storage Module of Pico Pecan with Seryery (rear) and three (3) ten tray racks

GRANTOR/DEBTOR  
BERNE, EDELSTEIN, LLEWELLYN, P.A.

By: Alan Berne (SEAL)

Name: Alan Berne

Title: President

GRANTOR/DEBTOR

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

205818

FINANCING STATEMENT

1.  To Be Recorded in the Land Records at \_\_\_\_\_

2.  To Be Recorded among the Financing Statement Records at \_\_\_\_\_

3.  Not subject to Recordation Tax

4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 126.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to ANNE ARUNDEL Co \$ 126.00 12/22/86

5. Debtor(s) Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_

Maryland National Bank

Arundel Federal Bldg.,  
155 South Highway  
Crown Point, MD 21031

6. Secured Party \_\_\_\_\_ Address \_\_\_\_\_

Maryland National Bank  
Attention: \_\_\_\_\_

100 North Charles

RECORD FEE 13.00  
RECORD TAX 126.00  
POSTAGE .50  
#50126 0777 R01 T15-13

(Mr. Clerk: Please return to Maryland National Bank to the department at the address set forth in paragraph 6 above.)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

FEB 4 87

710

\_\_\_\_\_  
(Seal)

Secured Party  
Maryland National Bank

Paul T. Buckley  
(Seal)

Paul T. Buckley (Seal)

Paul T. Buckley  
(Seal)

Paul T. Buckley, Assistant Vice President

Type name and title

207-95 REV 7-85

13  
124 50

**MARYLAND NATIONAL BANK**

RETURN TO:  
MARYLAND NATIONAL BANK  
ATTN: LEGAL DOCUMENTATION  
REVIEW UNIT  
P.O. BOX 17372  
BALTIMORE, MARYLAND 21203

2911543-9002

SCHEDULE A

BOOK 507 PAGE 364

- 1 - IBM AT/30m/512k
- Toshiba 360k drive for AT
- 4 - IBM PC 256k/2 drive
- 4 - AST Six Pack Plus
- 2 - Amdek 310A mono monitor
- 2 - Hercules mono cards
- 3 - NEC Multisynch monitor
- 3 - BA 1200b modems w/Crosstk
- 2 - Epson FX-286
- 1 - Epson IQ-800
- 1 - HP Laserjet 500 Plus
- 1 - Lotus 1-2-3
- 1 - Word Perfect
- 1 - Lotus Reportwriter
- 1 - IBM Dos 3.2
- 5 - BA Surge Protectors
- 6 - Printer cables
- 5 - Boxes of Bell diskettes (10)
- 5 - 14x11 GB paper (500)

Total \$19,128.20

Mailed to Secured Party

AACo  
\$11.50

### FINANCING STATEMENT

RECORD FEE 11.00  
COSTAGE .50  
TOTAL 11.50

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Anne Arundel County
- 3.  Not subject to Recordation Tax
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$75,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Maryland State did 1-5-87, \$258.50

5. Debtor(s) Name(s) Wilmar Aviation Inc. Address(es) 1620 Whitehead Court, Baltimore, Maryland 21207  
239 Bayfront Road, Pasadena, Maryland 21122

FEB 4 87  
TB

6. Secured Party: Maryland National Bank Address: Department P.O. Box 1737  
 Attention: IDRU M/S 022801 Baltimore, Md. 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including without limitation, all proceeds of any insurance policies covering all or any part of such property.

- A *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof
- B *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

H *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

Hughes 500 C Helicopter, Registration No. 277 ST, Serial No. 930515S  
Also known as a Hughes 369HS

Debtor: Wilmar Aviation Inc.  
 By: [Signature] (Seal)  
C. William Martin, IV,  
President  
 By: \_\_\_\_\_ (Seal)  
 Type name and title, if any

Secured Party: Maryland National Bank  
 By: [Signature] (Seal)  
Thomas P. Talbott, Vice President  
 Type name and title

### MARYLAND NATIONAL BANK

M.N.B.  
 DEC 26 '86  
 IDRU

50  
Mailed to Secured Party

TERMINATION STATEMENT

Date of Original Financing Statement July 21 1980 recorded Identifying Number of Original Financing Statement: 233512

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) Name (Last Name First) 1691 Limited Partnership	2. Debtor(s) Complete Address(es) P.O. Box 3405 Crofton, Md. 21114	For Filing Officer (Date, Time, and Number)
3. & 4. Secured Party(ies) and Complete Address(es) MID-ATLANTIC HOLDINGS, INC. P.O. Box 1077 Baltimore, Md. 21203	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es) ST. MARY'S LAND DEV. CO. 401 M St., S.W. Washington, D.C. 20024	

The Secured Party certifies that there is no outstanding secured obligation of the Debtor to the Secured Party, and no commitment by the Secured Party to make advances, incur obligations or otherwise give value to the Debtor, and the Secured Party no longer claims a security interest with respect to the collateral covered by the Original Financing Statement bearing the file number and liber and folio number (if applicable) shown above.

This statement to be returned after recordation to KATZ, FROME, SLAN&BLEECKER, P.A.  
10605 Concord St., Suite 300, Kensington, Maryland 20895

Date of Statement of Termination of Financing December 5, 1985 Signature(s) of Secured Party(ies) or Assignee(s)  
ST. MARY'S LAND DEVELOPMENT COMPANY

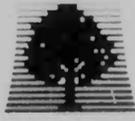
BY: *Charles S. Bresler*  
CHARLES S. BRESLER, CEO

Type or Print Names Clearly Below Signature.

LEHRER LAW BOOK CO. 509 E ST. N. W. WASHINGTON, D. C.

RECORD FEE 10.00  
POSTAGE 0.77  
FEB 4 87

Mailed to Secured Party



**MARYLAND NATIONAL BANK**  
We want you to grow.™

265820

BOOK 507 PAGE 367

**FINANCING STATEMENT**

- 1  To Be Recorded in the Land Records at \_\_\_\_\_  
 2  To Be Recorded among the Financing Statement Records at Anne Arundel Co.  
 3  Not subject to Recordation Tax  
 4  Subject to Recordation Tax on an initial debt in the principal amount of \$ 6,700.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel Co.

5 Debtor(s) Name(s) Spirit Graphics Address(es) 960 Bennett Rd  
Arnold, MD 21012

RECORD FEE 11.00  
RECORD TAX 49.00  
POSTAGE .50  
#50128 0771 81 110-14

6 Secured Party Maryland National Bank Address 30 Mountain Rd  
Glen Burnie, MD 21061  
Attention: Elaine J Stevens

- 7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:
- A *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof
  - B *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof
  - C *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods
  - D *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof
  - E *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof
  - F *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof
  - G *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof
  - H *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof
- 8  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference

FEB 4 87  
473

Spirit Graphics Jan F. Nethen, P.P. (Seal)  
Jan F. Nethen, Power of Attorney  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)

Secured Party  
 Maryland National Bank  
Elaine J Stevens (Seal)  
**Elaine J Stevens, Branch Officer/Manager**  
 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

11-49.50

MARYLAND NATIONAL BANK

Glen Burnie, Maryland 21061  
Mountain Road Office  
December 31, 1986



BOOK 507 PAGE 368

SCHEDULE A

Sign making equipment to include:

- 1 - P17506A S/750 30" Plotter
- 2 - 10 yard rolls 30" vinyl - black & white
- 14 - 10 yard rolls 30" vinyl - assorted colors
- 1 - 50 yard roll 30" #20 paper

Spirit Graphics

A handwritten signature in cursive script, reading "Jan F. Nethen", written over a horizontal line.

Jan F. Nethen, Power of Attorney

Mailed to Secured Party

STATE OF MARYLAND

BOOK 507 PAGE 369

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264040  
Book 503 Page 398  
RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON October 3, 1986 (DATE)

1. DEBTOR

Name SOUTHWARD CORPORATION dba ANNAPOLIS 4A RENTALS & SALES  
Address 1919 LINCOLN DRIVE, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name MARK INDUSTRIES AND/OR MARK CREDIT CORPORATION  
Address P.O. BOX 720  
LONG BEACH, CA 90801

RECORDS FEE 10.00  
POSTAGE .50  
#50140 CT77 RM1 115:40  
FEB 6 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment (Partial)  XXX  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

Collateral to be assigned:

1 - 6033 MARK JOB HANDLER  
S/N: 4064  
(REF: H-903)

Assignee of secured party:

CREDIT ALLIANCE CORPORATION  
1900 POWELL STREET - SUITE 950  
EMERYVILLE, CA 94608

Account# 0-552M-C-12-20601-7

Mailed to Secured Party

MARK INDUSTRIES AND/OR  
MARK CREDIT CORPORATION

Chief

Financial Officer

(Signature of Secured Party)

DALE HEBERT

Type or Print Above Name on Above Line

Dated \_\_\_\_\_

1050

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ <u>N/A</u>	If this statement is to be recorded in land records check here. <input type="checkbox"/>
---	--

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kawecki, Jacob T. T/A J & K Hauling  
Address 123 S. Meadow Drive Glen Burnie, MD 21061

2. SECURED PARTY

Name Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales  
Address 8540 Pulaski Highway Baltimore, MD 21237  
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

14.00  
50  
115141  
RB 4 87

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

- 6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Jacob T. Kaweck T/A J & K Hauling  
Jacob T. Kaweck  
(Signature of Debtor)  
Jacob T. Kaweck Owner  
Type or Print Above Name on Above Line  
Jacob T. Kaweck  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

Chesapeake Ford Truck Sales, Inc. T/A  
Chesapeake Truck Sales  
H. C. Weidner V.P.  
(Signature of Secured Party)  
H.C. Weidner V.P.  
Type or Print Above Signature on Above Line

11/5

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated December 8, 1986

between **Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales** as Seller Lessor Mortgagee and **Jacob T. Lawless T/A J. T. K. Hurling 122 S. Meadow Drive Glen Burnie, MD 21061** (Name) (Address)

as Buyer Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same. We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatrued installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 80,799.66

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 8th day of December 19 86 Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales (SEAL)

By: H.C. Meadows V.P.

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CA 15A

Chesapeake Ford Truck Sales, **CONDITIONAL SALE CONTRACT NOTE**

**TO:** Inc. T/A Chesapeake Truck Sales **FROM:** Jacob T. Kawecki T/A J & K Hauling

8540 Pulaski Highway Baltimore, MD 21237 123 S. Meadow Drive Glen Burnie, MD 21061

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):  
One (1) 1986 Ford Model LT900 Dump Truck W/15' Dump Body, S/N 1FDYU90W1GVA45165  
\*except that there shall be no payment made during the month of December of the year 1987 and the months of January, February and December of the years 1988, 1989 and 1990 and the months of January and February of the year 1991.  
\*\*See Schedule "A" attached hereto and made a part hereof for payment schedule.

(1) TIME SALES PRICE .....	\$ 96,799.66
(2) Less DOWN PAYMENT IN CASH .....	\$ 10,000.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$	-0-
(4) CONTRACT PRICE (Time Balance) .....	\$ 86,799.66

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: 123 S. Meadow Drive Glen Burnie, MD 21061

Record Owner of Real Estate: \_\_\_\_\_

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Eighty six thousand seven hundred ninety nine and 66/100\*\*\*\*\* Dollars (\$ 86,799.66 )

being the above indicated Contract Price (hereinafter called the "time balance") in 60 ~~XXXXXX~~ monthly installments, commencing on the 31st day of December, 19 86, and continuing on the same date each month thereafter until paid.\* the first \*\* installments each being in the amount of \$       \*\*       and the final installment being in the amount of \$       \*\*      

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisement and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair, not to misuse, abuse or illegally use the property, to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

**TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE**  
**BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.**

**BUYER(S)-MAKERS(S):**

Date: December 8, 19 86  
Chesapeake Ford Truck Sales, Inc.

Accepted T/A Chesapeake Truck Sales (SEAL)  
(Print Name of Seller Here)

Jacob T. Kawecki T/A J & K Hauling (SEAL)  
(Print Name of Buyer-Maker Here)

By: H.C. Meadows V.P.

By: Jacob T. Kawecki

\_\_\_\_\_  
(Witness as to Buyer's and Co-Maker's Signature)

Co-Buyer-Maker: \_\_\_\_\_ (SEAL)  
(Print Name of Co-Buyer-Maker Here)

\_\_\_\_\_  
(Witness as to Buyer's and Co-Maker's Signature)

By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

1

8004 507 PAGE 373

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law. (1) empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer except in any jurisdiction where such action is not permitted by law for the Balance and other moneys due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall within governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF, PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(Guarantor Endorser) (I.S.) \_\_\_\_\_(Guarantor Endorser) (I.S.)
\_\_\_\_\_(Guarantor Endorser) (I.S.) \_\_\_\_\_(Guarantor Endorser) (I.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment and endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller to Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewal thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess, and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date \_\_\_\_\_ Mailed to Secured Party, \_\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) Signature of Seller
By \_\_\_\_\_

STATE OF MARYLAND

205822

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ <u>N/A</u>	If this statement is to be recorded in land records check here. <input type="checkbox"/>
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This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name High Tech Tools, Inc.

Address 8040 Washington Blvd., Jessup, Md. 20794

2. SECURED PARTY

Name Leasing Service Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 11.00  
POSTAGE .50  
458142 CTTT MI 115-42  
FEB 4 87

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

High Tech Tools, Inc.

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Leasing Service Corporation

\_\_\_\_\_  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

**LEASING SERVICE CORPORATION (the "LESSOR")**

BOOK **507** PAGE **375**



770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021  
 1900 POWELL STREET • EMERYVILLE, CALIFORNIA 94608  
 2261 PERIMETER PARK • ATLANTA, GEORGIA 30341  
 2860 RIVER ROAD • DES PLAINES, ILLINOIS 60018  
 P.O. BOX 66, PELL PLAZA • ORANGEBURG, NEW YORK 10962  
**R. P.O. Box 1680, Glen Burnie, Md. 21061**

Telephone: 212-421-3600  
 Telephone: 415-654-8615  
 Telephone: 404-458-9211  
 Telephone: 312-298-5580  
 Telephone: 914-359-8111

LEASE NO. **03576-4**

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

**High Tech Tools, Inc.  
 8040 Washington Blvd.  
 Jessup, Maryland 20794**

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

**Machinery Wholesalers, Incorporated  
 3510 Biscayne Blvd.  
 Miami, Florida**

NAME AND TITLE OF PERSON TO CONTACT:

QUANTITY	DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.
EQUIPMENT LEASED	<b>One (1) 1983 IPR Rotary #2 Bending Machine w/4 Die Set</b>

LOCATION OF EQUIPMENT: STREET ADDRESS **8040 Washington Blvd.** (IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)  
 CITY **Jessup** COUNTY **Anne Arundel Co.** STATE **Md.** ZIP **20794**

FOR INITIAL TERM OF THIS LEASE				AFTER INITIAL TERM	
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
<b>\$ 264.19</b>	<b>36</b>	<b>\$ 9,510.84</b>	<b>36</b>	<b>\$ -0-</b>	<b>\$ -0-</b>
<small>(PLUS SALES TAX, IF APPLICABLE)</small>		<small>(PLUS SALES TAX, IF APPLICABLE)</small>		<small>(EXCLUSIVE OF ANY SALES TAX)</small>	<small>(PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX))</small>

**Terms and Conditions of Lease**

- Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof herein called "equipment" which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
- Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, privileges and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
- As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or assessed by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
- The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or **January 16, 86** whichever is earlier.
- Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce, in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express or implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
- Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee, any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease.

**THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.**

ACCEPTED AT: **Glen Burnie, Md. 21061**

DATE: **December 16, 1986**

**LEASING SERVICE CORPORATION**

DATE EXECUTED BY LESSEE: **December 16, 1986** **Mailed to Secured Party**

LESSEE: **High Tech Tools, Inc.**

FULL LEGAL NAME

BY: *[Signature]* AUTHORIZED SIGNATURE

TITLE



205923

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name L.R. Willson & Sons, Inc.  
Address 773 Annapolis Road, P.O. Box 227 Gambrills, MD 21054

2. SECURED PARTY

Name General Supply and Equipment Co., Inc.  
Address 530 East 25th Street Baltimore, MD 21218  
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

RECORD FEE 13.00  
POSTAGE .50  
APR 13 0777 AM 115443  
FBI 4 87

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

L.R. Willson & Sons, Inc.

Donald E. Willson J.P.  
(Signature of Debtor)

DONALD E. WILLSON J.P.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

General Supply and Equipment Co., Inc.

Bernard G. Girsel  
(Signature of Secured Party)

Bernard Girsel Pres.  
Type or Print Above Signature on Above Line

B-50

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated December 10, 1986

between General Supply and Equipment Co., Inc. as Seller-Lessor-Mortgagee

and L.R. Willson & Sons, Inc., 773 Annapolis Road, P.O. Box 227, Gambrills, Md. 21054

as Buyer-Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct; and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmaturing installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes; and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 776,876.90

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 10th day of December, 19 86

General Supply and Equipment Co., Inc. (SEAL)

By Juan C. [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

BOOK 507 PAGE 379

TO: General Supply and Equipment Co., Inc. FROM: L.R. Willson & Sons, Inc.

530 East 25th Street Baltimore, MD 21218 773 Annapolis Road, P.O. Box 227 Gambrills, MD 21054

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of Property Purchased and Financial Details. Includes items like (1) TIME SALES PRICE, (2) Less DOWN PAYMENT IN CASH, (3) Less DOWN PAYMENT IN GOODS, and (4) CONTRACT PRICE (Time Balance).

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 773 Annapolis Road, P.O. Box 227 Gambrills, MD 21054

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Seven hundred seventy six thousand eight hundred seventy six and 90/100\*\*\*\*\* Dollars (\$ 776,876.90)

being the above indicated Contract Price (hereinafter called the "time balance") in 61 successive monthly installments, commencing on the 11th day of January, 19 87, and continuing on the same date each month thereafter until paid; the first 60 installments each being in the amount of \$ 8,569.54 and the final installment being in the amount of \$ 262,704.50

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense, to keep the property in good order and repair, not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney in fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE. BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S): Date: December 10, 19 86. Accepted General Supply and Equipment Co., Inc. (SEAL) By: [Signature] (Witness as to Buyer's and Co-Maker's Signature). L.R. Willson & Sons, Inc. (SEAL) By: Donald E. Willson (SEAL) (Witness as to Buyer-Maker Here)

CAL 2XD(1-75)

(See Instructions on Reverse Side of Last Page)

© 1975 CREDIT ALLIANCE CORPORATION

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ORIGINAL FOR CREDIT ALLIANCE CORPORATION

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York. Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTORS/ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALES CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

(Guarantor-Endorser)	(L.S.)	(Guarantor-Endorser)	(L.S.)
(Guarantor-Endorser)	(L.S.)	(Guarantor-Endorser)	(L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney in fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes Seller agrees that Assignee may and shall have access to all books and records relating to all paper sold to it and agrees that

without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true, that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto, that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless, that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed, Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer, Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price, that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date	Mailed to Secured Party	(SEAL)	(Corporate, Partnership or Trade Name or Individual Signature)	}	Signature of Seller
	(Print Name)		By: (Signature, Title of Officer, "Partner" or "Proprietor")		

BOOK 507 PAGE 381

AA Co  
03094

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258076

RECORDED IN LIBER 488 FOLIO 505 ON 8/22/85 (DATE)

1. DEBTOR

Name Owings Paving, Ltd.  
Address Box 1082, 18 8th Ave., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Credit Alliance Corporation  
Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

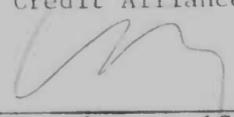
CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

RECORD FEE 10.00  
POSTAGE .50  
REC'D FEB 4 1987  
CITY OF BALTIMORE

J.A.

Dated December 29, 86

Credit Alliance Corporation  
  
(Signature of Secured Party)

Larry F. Kimmel, Assist. V.P.  
Type or Print Above Name on Above Line

Mailed to Secured Party



Chesapeake Ford Truck

CONDITIONAL SALE CONTRACT NOTE

507 PAGE 353

TO: Sales, Inc. T/A Chesapeake Truck Sales  
8540 Pulaski Highway, Baltimore, Md. 21237

FROM: Clyde E. Griffin, Jr.  
2105 Dorsey Road, Glen Burnie, Md. 21061

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks)  
One (1) 1987 Ford Model LTL9000 Tractor w/42" sleeper, S/N 1FDYA90W5HVA07318.

(1) TIME SALES PRICE ..... \$ 125,443.40  
(2) Less DOWN PAYMENT IN CASH ..... \$ 11,450.00  
(3) Less DOWN PAYMENT IN GOODS (Trade in Allowance) \$ - 0 -  
(4) CONTRACT PRICE (Time Balance) ..... \$ 113,993.40  
The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 2105 Dorsey Road, Glen Burnie, Md. 21061

Record Owner of Real Estate: \_\_\_\_\_

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred thirteen thousand nine hundred ninety three and 40/100\*\*\*\*\* Dollars (\$ 113,993.40)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 2nd day of March, 19 87, and continuing on the same date each month thereafter until paid, the first 59 installments each being in the amount of \$ 1,899.89 and the final installment being in the amount of \$ 1,899.89

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKER(S):

Date: December 31 19 86

Accepted Chesapeake Ford Truck Sales, Inc.  
T/A Chesapeake Truck Sales (SEAL)  
(Print Name of Seller Here)

Clyde E. Griffin, Jr. (SEAL)  
(Print Name of Buyer-Maker Here)

By: H.C. McArthur V.P.

By: Clyde E. Griffin, Jr.

Co-Buyer-Maker: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Witness as to Buyer's and Co-Maker's Signature)

\_\_\_\_\_  
(Print Name of Co-Buyer-Maker Here)

\_\_\_\_\_  
(Witness as to Buyer's and Co-Maker's Signature)

By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

11

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law, (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or execution laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

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**GUARANTORS-ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.)	_____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)
_____ (L.S.)	_____ (L.S.)
(Guarantor-Endorser)	(Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer, Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price, that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess, and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date \_\_\_\_\_, 19\_\_\_\_ (SEAL) }  
 \_\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) } Signature  
 By \_\_\_\_\_ } of  
 \_\_\_\_\_ } Seller

BOOK PAGE 7008

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated December 31, 1986,

between Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales as Seller/Lessor/Mortgagee and Clyde E. Griffin, Jr., 2105 Dorsey Road, Glen Burnie, Md. 21061 (Name) (Address)

as Buyer/Tessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same. It is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmaturing installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 113,993.40

IN WITNESS WHEREOF, we have hereunto set our hand and seal this December 31, 1986

Chesapeake Ford Truck Sales, Inc.<sup>19</sup>  
T/A Chesapeake Truck Sales (SEAL)

By H. C. M. Adams V.P.  
(Seller, Lessor, Mortgagee)

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CA 1 SA

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. UCC 103

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
due tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR.

Name Enviro Structures, Ltd.  
Address 285 Oak Court, P.O. Box 1084 Severna Park, MD 21146

2. SECURED PARTY

Name Weber's White Trucks, Inc.  
Address 1331 Half Street, S.E. Washington, D.C. 20003

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORDED FEE 13.00  
FEE .50  
M30146 0777 801 115:44

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

FEB 4 87

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Enviro Structures, Ltd.

[Signature]  
(Signature of Debtor)

Richard Feliciano Pres.

Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Weber's White Trucks, Inc.

[Signature]  
(Signature of Secured Party)

W.F. Weber W.F. Weber Pres

Type or Print Above Signature on Above Line

1352

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated December 23, 1986

between Weber's White Trucks, Inc. as Seller-Lessor-Mortgagee and Enviro Structures, Ltd. 285 Oak Court, P.O. Box 1034 Severna Park, MD 21146 (Address)

as Buyer-Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmaturing installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 67,150.00 plus interest IN WITNESS WHEREOF, we have hereunto set our hand and seal this 30 day of Dec 19 86

Weber's White Trucks, Inc. (SEAL)  
By [Signature] VP

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one of more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

BOOK 507 PAGE 388

TO: Weber's White Trucks, Inc. FROM: Enviro Structures, Ltd.
1331 Half Street, S.E. Washington, D.C. 20003 285 Oak Court, P.O. Box 1084 Severna Park, MD 21146

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (include make, year, model identification, model and serial numbers or marks):

One (1) 1986 Volvo Model N1228 Tandem Axle Dump Truck W/J&J Dump Body S/N YV5N2A8D3GU017741

(1) TIME SALES PRICE \$ 71,359.00 plus interest
(2) Less DOWN PAYMENT IN CASH \$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 4,209.00
(4) CONTRACT PRICE (Time Balance) \$ 67,150.00 plus interest

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 285 Oak Court, P.O. Box 1084 Severna Park, MD 21146

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Sixty seven thousand one hundred fifty and 00/100\*\*\*\*\* Dollars (\$ 67,150.00 plus interest) \*\*\*\*\*

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 29th day of JANUARY 19 87, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,119.17 and the final installment being in the amount of \$ See Rider 1

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of 11.00 % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisement and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair, not to misuse, abuse or illegally use the property, to be responsible for all loss or damage to the property from any cause whatsoever, to immediately notify Holder of any change in Buyer's residence, not to create or suffer any liens or adverse claims of any kind against the property, not permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges notice of Seller's intended assignment/endorsement of this contract note, and expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or other claim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is applicable, Buyer grants to Holder a security interest in the property and any and all inventories, goods, equipment, machinery, fixtures and product of any kind, wherever located, and all other property in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership or has stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: December 23 19 86
Accepted: Weber's White Trucks, Inc. (SEAL) Enviro Structures, Ltd. (SEAL)
By: [Signature] V.P. By: [Signature] (SEAL)
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)

This instrument prepared by

(See Instructions on Reverse Side of Last Page)

© 1975 CREDIT ALLIANCE CORPORATION

CAL 2XD(1-75)

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ORIGINAL FOR CREDIT ALLIANCE CORPORATION

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TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF, PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
(Guarantor-Endorser) (Guarantor-Endorser)  
\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney in fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true, that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto, that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless, that there is unpaid and owing capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless, that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed. Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess, and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date \_\_\_\_\_ 19\_\_\_\_\_  
By: \_\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller  
(Seal)

Willed to Secured Party

BOOK 507 PAGE 390

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying Filing No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 28,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel Co. \$196.00

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Haslacker Trucking, Inc.  
Address 7612 Harmons Road, Hanover, Maryland 21076

2. SECURED PARTY

Name Credit Alliance Corporation  
Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00  
RECORD TAX 196.00  
POSTAGE .50  
20147 0777 801 11545

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Robert Haslacker, Inc. Pres  
(Signature of Debtor)

Robert Haslacker Jr. Pres.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]  
(Signature of Secured Party)

Larry F. Kimmel Asst V.P.  
Type or Print Above Signature on Above Line

17-  
196-  
50

—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 6<sup>th</sup> day of January, 1987 by and between  
**Haslacker Trucking, Inc. having its principal place of business at**  
**7612 Harmons Rd., Hanover, Maryland 21076**

Mortgagor and **Credit Alliance Corporation** Mortgagee

## WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever; PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, guarantees, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee at which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any other or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business, which is Mortgagor's address shown above, unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1 1/2% or 1 3/4% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee; the proceeds to be payable to Mortgagee; and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary) to protect the Mortgaged Property and the lien of this Mortgage thereon, with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises in the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks prime money rate in effect on the date of Mortgagee's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased for decreased respectively on the effective date of any such change in prime rate to the extent of 3% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee shall demand full payment, performance or fulfillment or otherwise proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective, however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

Haslacker Trucking, Inc. Mortgagee

(Seal)

Secretary

By Robert Haslacker, Jr. (Title)

STATE OF COUNTY OF

SS

Robert Haslacker, Jr.

being duly sworn, deposes and says:

- 1. He is the President of Haslacker Trucking, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor's property has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Robert Haslacker

NOTARY PUBLIC

STATE OF

COUNTY OF

SS

I, \_\_\_\_\_ a Notary Public duly qualified in and for said County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ in (Place) \_\_\_\_\_ in said County, before me personally appeared \_\_\_\_\_ to me personally well known \_\_\_\_\_

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership) and known as and to be a member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the \_\_\_\_\_ of Haslacker Trucking, Inc. who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at \_\_\_\_\_ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated 1/6 1987 between the under-  
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
Two (2)	International Harvester Trucks with Sleepers  The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.  Without limiting any of the terms and conditions of the above-mentioned Chattel Mortgage, Mortgagor grants to Holder a Security Interest in goods, inventory and equipment including but not limited to the following:	1981	COF4070B	IHTE23276BGA11547 IHTE23275BGA16609
One (1)	International Harvester	1980	COF4070	E2327KGA18195

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

Purchaser, Mortgagor or Lessee:

Haslacker Trucking, Inc.

By: \_\_\_\_\_

By: Robert Haslacker of Haslacker

Mailed to Secured Party

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Mills, John W. and Mills, Carolyn D., Individually and as Co-Partners  
Address 428 Burns Crossing Road Severn, MD 21144

2. SECURED PARTY

Name Baldwin Service Center, Inc.  
Address Defense Hwy., 450 & 178 Annapolis, MD 21401  
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John W. Mills and Carolyn D. Mills,  
Individually and as Co-Partners

John W. Mills III  
(Signature of Debtor)

John W. Mills III

Type or Print Above Name on Above Line

Carolyn D. Mills  
(Signature of Debtor)

Carolyn D. Mills

Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.

Ilsa Fink  
(Signature of Secured Party)

Ilsa Fink Corp. Sect.

Type or Print Above Signature on Above Line

RECORD FEE 16.00  
POSTAGE .50  
50148 DT77 R01 115:46  
FEB 4 87

TB

1450

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated December 30, 1986 between Baldwin Service Center, Inc.

and John W. Mills and Carolyn D. Mills, Individually and as Co-Partners 428 Burns as Seller/Lessor/Mortgagee

(Name) (Address) Crossing Road Severn, MD 21144 as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 88,261.20

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 30th day of December, 19 86

Baldwin Service Center, Inc. (SEAL)

By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CALSA

CONDITIONAL SALE CONTRACT NOTE

TO: Baldwin Service Center, Inc. FROM: John W. Mills and Carolyn D. Mills, Individually and as Co-Partners

Defense Hwy., 450 & 178, Annapolis, Md. 21401 428 Burns Crossing Rd., Severn, Md. 21144

Table with 2 columns: Description of Property Purchased and Financial Summary. Includes items like 'One (1) 1987 International Harvester Model 2674 Dump Truck' and financial figures for 'TIME SALES PRICE', 'DOWN PAYMENT IN CASH', and 'CONTRACT PRICE'.

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Eighty eight thousand two hundred sixty one and 20/100\*\*\*\*\*

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 15th day of February, 19 87, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,471.02 and the final installment being in the amount of \$ 1,471.02

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: December 30, 19 86 BY: John W. Mills and Carolyn D. Mills, Individually and as Co-Partners. Accepted: Baldwin Service Center, Inc. (SEAL) By: [Signature] Corp Sec. (SEAL)

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law, (1) recover the Balance, (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-tenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall be governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTORS/ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALES CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF, PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) (Guarantor-Endorser)		_____ (L.S.) (Guarantor-Endorser)
_____ (L.S.) (Guarantor-Endorser)		_____ (L.S.) (Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either to Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless, that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed. Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer. Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price, that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess, and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____ 19 _____	_____ (Corporate, Partnership, Trade Name or Individual Signature)	(SEAL)	} Signature of Seller
<b>Mailed to Secured Party</b> (Witness)	By: _____ (Signature, Title of Officer, "Partner" or "Principal")		

BOOK 507 PAGE 398

101992

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Lambert Trucking, Inc.  
Address 87 Gambrills Road, Severn, Md. 21144

2. SECURED PARTY

Name Beltway International Trucks, Inc.  
Address 1800 Sulphur Spring Road, Baltimore, Md. 21227

Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, Md. 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 13.00  
POSTAGE .50  
REGULAR CITY ROI 7.147  
FEB 4 87

TB

3. Maturity date of obligation (if any) \_\_\_\_\_  
4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF SECURED PARTY:

Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, Md. 21061

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Lambert Trucking, Inc.  
*Keith Lambert Sr.*  
(Signature of Debtor)

Keith Lambert Sr. Pres.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.

*John J. Murrary Pres*  
(Signature of Secured Party)

John J. Murrary Pres  
Type or Print Above Signature on Above Line

15 50

BOOK 507 PAGE 399

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated December 31, 1986

between **Beltway International Trucks, Inc.** as Seller-Lessor/Mortgagee and **Lambert Trucking, Inc., 87 Gambrills Road, Severn, Md. 21144** (Name) (Address)

as Buyer-Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 68,350.80 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 31st day of December, 1986

**Beltway International Trucks, Inc.** (SEAL)  
By *John J. Mullan*

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

BOOK 507 PAGE 400

TO: Beltway International Trucks, Inc. FROM: Lambert Trucking, Inc.  
 1800 Sulphur Spring Road, Baltimore, Md. 87 Gambrills Road, Severn, Md. 21144  
(Address of Seller) 21227 (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) 1986 International Harvester, Model F9370 conventional Tractor, S/N2HSFBGGR1GCA16383.

(1) TIME SALES PRICE .....	\$ 74,850.80
(2) Less DOWN PAYMENT IN CASH .....	\$ 6,500.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$	-0-
(4) CONTRACT PRICE (Time Balance) .....	\$ 68,350.80

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 87 Gambrills Road, Severn, Md. 21144

Record Owner of Real Estate: \_\_\_\_\_

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Sixty eight thousand three hundred fifty and 80/100\*\*\*\*\* Dollars (\$ 68,350.80 )

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 2nd day of February, 19 87, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,139.18 and the final installment being in the amount of \$ 1,139.18

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property; nor permit nor suffer it to come into the possession of any other person; nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKER(S):

Date: December 31, 19 86

Accepted Beltway International Trucks, Inc. (SEAL)  
(Print Name of Seller Here)

Lambert Trucking, Inc. (SEAL)  
(Print Name of Buyer Maker Here)

By: John J. Murray, Pres  
(Witness as to Buyer's and Co-Maker's Signature)

By: Keith Lambert Sr  
 Co-Buyer-Maker: \_\_\_\_\_ (SEAL)  
(Print Name of Co-Buyer-Maker Here)

Jim Boock  
(Witness as to Buyer's and Co-Maker's Signature)

By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other moneys due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-tenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTORS ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) (Guarantor-Endorser)		_____ (L.S.) (Guarantor-Endorser)
_____ (L.S.) (Guarantor-Endorser)		_____ (L.S.) (Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligations of Seller as the result of any extension obtained by Buyer in any proceeding under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes; and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price, that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

**Mailed to Secured Party**

Date _____, 19 _____	_____ (SEAL) (Corporate, Partnership or Trade Name or Individual Signature)	} Signature of Seller
(Witness)	By: _____ (Signature, Title of Officer, "Partner" or "Proprietor")	

BOOK DUPLICATE

265825

FINANCING STATEMENT

1. Name of Debtor(s): John E. Branham  
Address: 8133 Hogneck Road  
Pasadena, Md. 21122

\*\* subject to recordation tax  
Lien Amount \$9,408.00  
Filing Fees: \$77.30  
A.A. Co. Circuit Court

2. Name of Secured Party: Annapolis Banking & Trust Co.  
Address: P.O. Box 311  
Annapolis, Md. 21404

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

RECORD FEE 11.00  
RECORD TAX 66.50  
POSTAGE .50  
REGISTRATION FEE 116.00  
FEB 4 87

4. This Financing Statement covers the following types (or items) of property:

Ingersoll Rand Air Compressor 1987 Model 160 CFM Compressor  
Serial # 159165

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

Debtor(s):

*[Signature]*  
.....  
*John E. Branham*  
.....  
John E. Branham

Secured Party:

.....  
Annapolis Banking & Trust Co.  
(Type Name of Dealership)

By

*[Signature]*  
.....  
(Authorized Signature)  
Karen Q. Trettin

Branch Officer

.....  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

Mailed to Secured Party

11.00  
66.50  
3

*TB*

Clerk of the Circuit Court  
ANNE ARUNDEL COUNTY  
P.O. Box 71  
Annapolis, Maryland  
21404

BOOK 507 PAGE 403

~~205826~~

MARYLAND UNIFORM COMMERCIAL CODE - FORM UCC-3  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256864  
RECORDED IN LIBER 485 FOLIO 517 ON 05/29/85 (DATE)

2. Name and address of Debtor(s) Charles F. Meyer & Sons, Inc. 4910 Sands Road Lothian, Maryland 20711	3. Name and address of Secured Party C.I.T. Corporation 1301 York Road Lutherville, Maryland 21093
---	---

RECORD FEE 10.00  
450177 0040 001 116-16

4. After recording, this statement is to be returned to C.I.T. Corporation at:

5. Maturity date of obligation (if any):

6. CHECK  FORM OF STATEMENT

- A.  CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.
- B.  PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.
- C.  ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.
- D.  TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.
- E.  OTHER - \_\_\_\_\_ (State whether amendment, etc.)

FEB 4 87



7. Name and Address of Assignee:

8. Description of Collateral:

[Empty box for description of collateral]

Dated \_\_\_\_\_

*[Handwritten Signature]*  
(Signature of Secured Party)

C.I.T. Corporation

(Type or Print Name of Secured Party on Above Line)

10

Mailed to Secured Party

BOOK 507 PAGE 404

205307

A.A. Co. - Chattels

RECORD FEE 18.00  
RECORD TAX 101.00  
POSTAGE .50

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

HD0187 0040 R01 116123  
FEB 4 '87

1. NAME AND ADDRESS OF DEBTOR: ELM GROUP, INC.  
805 L. Barkwood Court  
Linthicum Heights, Maryland 21090

TB

ESTIMATION, INC.  
805 L. Barkwood Court  
Linthicum Heights, Maryland 21090

2. NAME AND ADDRESS OF SECURED PARTY: BANK OF MARYLAND  
502 Washington Avenue  
Towson, Maryland 21204

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

(a) All right, title and interest of Debtor in and to equipment of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, materials and supplies, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions therefor or thereto in any form whatsoever.

(b) All right, title and interest of Debtor in and to inventory of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, raw materials, work in process, finished goods, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes, property in, on or with which any of the foregoing may be stored or maintained, all materials and supplies usable or used or consumed in the course of Debtor's business, and all documents and

I hereby certify that on this 23rd day of December, 1986, recordation tax in the amount of \$ 1001.00 was paid to the Clerk of the Circuit Court of Anne Arundel County.

Kevin G. Gralley  
Kevin G. Gralley, Esquire

15-  
1001.00  
g



BOOK 507 PAGE 405

documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, attachments, accessions, replacements, replacement parts and substitutions therefor or thereto in any form whatsoever.

(c) All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, contract rights, general intangibles, goodwill, judgments, orders, awards and decrees in favor of Debtor, causes of action in favor of Debtor, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, deposits with sureties on bonded contracts, all goods returned, repossessed, or stopped in transit the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, whether or not such right to payment has been or is to be earned by any performance and howsoever such right to payment may be evidenced, whether by open account, instrument, note, draft, chattel paper, judgment, order, award, decree or otherwise, all rights which Debtor may at any time have, by law or agreement, against any account debtor or other obligor obligated to make such payment and all rights, liens and security interests which Debtor may at any time have, by law or agreement, against any property of any account debtor or against any property of any such other obligor, and all present and future rights of Debtor with respect to all licenses, patents, copyrights, franchises, trade names and trademarks.

(d) All property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession, all property and assets of Debtor in or on which Secured Party has, or may in the future acquire or be granted, a lien or security interest, and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the property described in this Item 3 in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the property described in this Item 3, whether in the possession of Debtor or any other person.

4. Proceeds and products of collateral are covered hereunder.

BOOK 507 PAGE 406

5. This transaction is not exempt from the recordation tax.

Principal amount of debt initially incurred is: \$1,035,000.00,  
of which \$142,636.04 is taxable as provided in the attached Recordation  
Tax Calculation.

6. RETURN TO: Kevin G. Gralley, Esquire  
Weinberg and Green  
100 South Charles Street  
Baltimore, Maryland 21201

DEBTOR:

ELM GROUP, INC.

By: George M. Llewellyn  
George M. Llewellyn, President

ESTIMATION, INC.

By: George M. Llewellyn  
George M. Llewellyn, President

Date: 12/22/86

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RECORDATION TAX CALCULATION

TO: The Clerk of the Circuit Court for Anne Arundel County

Value of equipment, other non-exempt property.....	\$		
		470,766.00	x \$1,035,000.00 = \$142,636.04
<u>Total value of all collateral.....</u>		\$3,415,985.00	

Amount not exempt from tax = \$142,636.04

Tax Due = \$1,001.00

ELM GROUP, INC. (Debtor)

Date: 12/22, 1986

By: George M. Llewellyn

George M. Llewellyn, President  
(Print name and title of person  
signing)

ESTIMATION, INC. (Debtor)

Date: 12/22, 1986

By: George M. Llewellyn

George M. Llewellyn, President  
(Print name and title of person  
signing)

Mailed to Secured Party

265823

BOOK 507 PAGE 408

113

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

(1) Debtor(s) (Last Name First) and Address(es) James H. Holt T/A J. H. Holt & Son 4722 Sand Road Harwood, DE 20776 M-30852 MD	(2) Secured Party(ies) (Name(s) And Address(es)) Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237	No. of Additional Sheets Presented
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es)	

(5) This Financing Statement Covers the Following types [or items] of property.

RECORD FEE 12.00  
POSTAGE .50  
#50183 0040 R01 T16-20

For Filing Officer FEB 4 87

One (1) New CATERPILLAR Model #205 Excavator S/N 4DC00246

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) James H. Holt  
James H. Holt T/A J. H. Holt & Son

(By) James H. Holt  
Standard Form Approved by N.C. Sec. of State and other states shown above.

(7) Filing Officer 2 50

(Anne Arundel Co)  
Secured Party(ies) [or Assignees]  
Alban Tractor Co., Inc.

(By)  
Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest In Another Jurisdiction and   
 Collateral Is Brought Into This State  
 Debtor's Location Changed To This State  
(2) For Other Situations See G.S. 25-9-402 (2)

Secured Party  
UCC-1

State

265829

BOOK 507 PAGE 409

TB

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No of Additional Sheets Presented:

(1) Debtor(s) (Last Name First) and Address(es):  
Skinner, Logsdon Construction & Equipment, Inc.  
P. O. Box 782  
Glen Burnie, MD 21061  
M-30632

(2) Secured Party (ies) (Name(s) and Address(es)):  
Alban Tractor Co., Inc.  
P. O. Box 9595  
Baltimore, MD 21237

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered.  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

RECORD FEE 11.00  
POSTAGE .50  
450134 0340 ROL 116-20  
FEB 4 87

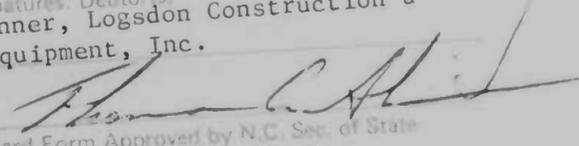
For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property:

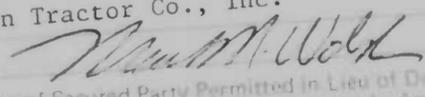
One (1) New Caterpillar Model #D4H Tractor S/N 8PB00788  
One (1) Caterpillar Model #4P Bulldozer (Anne Arundel County)

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)  
Skinner, Logsdon Construction & Equipment, Inc.

(By)   
Standard Form Approved by N.C. Sec. of State and other states shown above.

Secured Party (ies) [or Assignees]  
Alban Tractor Co., Inc.

(By)   
Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest in Another Jurisdiction and   
 Collateral is Brought Into This State  
 Debtor's Location Changed To This State  
(2) For Other Situations See G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

11-52

UCC-1

to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 265830

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NOT SUBJECT TO RECORDATION TAX

If this statement is to be recorded in land records check here. [ ]

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Reds Dove, Inc.
Address 2729 Solomons Road, Edgewater, MD 21037

2. SECURED PARTY

Name Alban Tractor Co., Inc.
Address 8531 Pulaski Highway, Baltimore, MD 21237

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORDING FEE 11.00
POSTAGE .50
SERIES 0040 MI 116121
FEB 9 87

- 3. Maturity date of obligation (if any)
4. This financing statement covers the following types (or items) of property: (list)

1 Caterpillar 235BH Excavator S/N 7WC00485

and, substitutions, replacements, additions and accessions thereto, now owned or hereafter acquired and proceeds thereof.

CHECK [X] THE LINES WHICH APPLY

[ ] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- [X] (Proceeds of collateral are also covered)
[ ] (Products of collateral are also covered)

James Oliver Steinburg
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

(Signature of Secured Party)
Type or Print Above Signature on Above Line

Mailed to Secured Party

11500





FINANCING STATEMENT

File No 205833

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)</p> <p>FAIRFAX INVESTMENT CORP. 5200 Raynor Avenue Linthicum, Maryland 21090</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address</p> <p>UNION TRUST COMPANY OF MARYLAND Post Office Box 1077 Baltimore, Maryland 21203 Attn: Commercial Finance Dept.</p>
	<p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>

RECORD FEE 11.00  
POSTAGE .50  
#50188 D040 R01 T17204  
FEB 6 1987

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

(a) All right, title and interest of Debtor in and to equipment of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, materials and supplies, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions therefor or thereto in any form whatsoever.

TB

(Cont'd)

- 4. Proceeds and products of collateral are covered hereunder.
- 5. Number of additional sheets, if any, attached hereto: one
- 6. This transaction (is) (is not) exempt from the recordation tax  
Principal amount of debt initially incurred is: \_\_\_\_\_
- 7. RETURN TO: Weinberg and Green ( JCK )  
100 South Charles Street, Baltimore, Maryland 21201

DEBTOR:

FAIRFAX INVESTMENT CORP.  
(Type Name)

By: Mark C. Elmore  
Mark C. Elmore, President

\_\_\_\_\_  
(Type Name and Title of Person Signing)

December 9, 19 86  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

1150

Debtor: FAIRFAX INVESTMENT CORP.

3. Cont'd

(b) All right, title and interest of Debtor in and to inventory of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, raw materials, work in process, finished goods, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes, property in, on or with which any of the foregoing may be stored or maintained, all materials and supplies usable or used or consumed in the course of Debtor's business, and all documents and documents of title relating to any of the foregoing, together with all present and future parts, additions, accessories, attachments, accessions, replacements, replacement parts and substitutions therefor or thereto in any form whatsoever.

(c) All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, contract rights, general intangibles, goodwill, judgments, orders, awards and decrees in favor of Debtor, causes of action in favor of Debtor, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, deposits with sureties on bonded contracts, all goods returned, repossessed, or stopped in transit the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, whether or not such right to payment has been or is to be earned by any performance and howsoever such right to payment may be evidenced, whether by open account, instrument, note, draft, chattel paper, judgment, order, award, decree or otherwise, all rights which Debtor may at any time have, by law or agreement, against any account debtor or other obligor obligated to make such payment and all rights, liens and security interests which Debtor may at any time have, by law or agreement, against any property of any account debtor or against any property of any such other obligor, and all present and future rights of Debtor with respect to all licenses, patents, copyrights, franchises, trade names and trademarks.

This financing statement is a "Supplemental instrument of writing" under § 12-101(g) of Title 12 of the Tax-Property Article because it supplements a financing statement previously filed against the Debtor at the Maryland State Department of Assessments and Taxation (Film 2692, folio 003100), and this supplemental instrument of writing is exempt from recordation tax under § 12-108(e) of Title 12 of the Tax-Property Article because no consideration was payable on this supplemental instrument and the amount of debt secured is not increased by this supplemental instrument.

Mailed to Secured Party

TO BE RECORDED IN THE LAND RECORDS  
FINANCING STATEMENT  
(FIXTURES)

File No. 28553

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es) FAIRFAX INVESTMENT CORP. 5200 Raynor Avenue Linthicum, Maryland 21090</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address UNION TRUST COMPANY OF MARYLAND Post Office Box 1077 Baltimore, Maryland 21203 Attn: Commercial Finance Dept.</p>
	<p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>

RECORD FEE 1.20  
RECORD FEE 10.80  
POSTAGE .50  
#30187 0040 RI 117104

TB

- 3. This Financing Statement covers the following types (or items) of property: All of the Debtor's machinery, equipment and fixtures, whether now owned or hereafter acquired, all present and future additions, attachments, accessions, substitutions and replacements thereof and thereto, and all products and proceeds of the foregoing in any form whatsoever, including insurance proceeds, cash proceeds, accounts, instruments, documents, chattel paper, contract rights and general intangibles.
- 4. Proceeds and products of collateral are covered hereunder.
- 5. The above goods are to become fixtures on (Describe real estate):

5200 Raynor Avenue, Linthicum, Maryland

FEB 4 87

- 6. The name of a record owner of the real estate is: George M. Albrecht
- 7. Montgomery County only: Tax Account Number \_\_\_\_\_
- 8. Baltimore City only: Block Reference \_\_\_\_\_
- 9. This transaction (is) (is not) exempt from the recordation tax.  
The principal amount of the debt initially incurred is: \_\_\_\_\_
- 10. Number of additional sheets, if any, attached hereto: \_\_\_\_\_
- 11. RETURN TO: Weinberg and Green ( JCK )  
100 South Charles Street, Baltimore, Maryland 21201

DEBTOR:

FAIRFAX INVESTMENT CORP.  
(Type Name)

By: Mark C. Elmore  
Mark C. Elmore, President

(Type Name and Title of Person Signing)

December 9, 19 86  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

*[Handwritten initials]*

This financing statement is a "Supplemental instrument of writing" under § 12-101(g) of Title 12 of the Tax-Property Article because it supplements a financing statement previously filed against the Debtor at the Maryland State Department of Assessments and Taxation (Film 2692, folio 003100), and this supplemental instrument of writing is exempt from recordation tax under § 12-108(e) of Title 12 of the Tax-Property Article because no consideration was payable on this supplemental instrument and the amount of debt secured is not increased by this supplemental instrument.

Mailed to Secured Party

FINANCING STATEMENT

File No. 85835

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)                  CARDINAL INDUSTRIES, INC.                  .333 South Hammonds Ferry Road                  Glen Burnie, Maryland 21061                   2040 South Hamilton Road                  Columbus, Ohio 43232</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address                  EQUITABLE BANK, N.A.                  100 South Charles Street                  Baltimore, Maryland 21201</p> <hr/> <p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>
--	---

RECORD FEE 1.30  
 RECORD FEE 11.70  
 POSTAGE .50  
 450170 DM4 H01 11:05  
 FEB 4 87

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

(a) All right, title and interest of Debtor in and to the property described on Schedule A and Schedule B attached hereto and made a part hereof.

TB

(Cont'd)

4. Proceeds and products of collateral are covered hereunder.

5. Number of additional sheets, if any, attached hereto: 2

6. This transaction (is) ~~(is not)~~ exempt from the recordation tax  
 Principal amount of debt initially incurred is: N/A

7. RETURN TO: Weinberg and Green ( KGG )  
 100 South Charles Street, Baltimore, Maryland 21201

DEBTOR:

CARDINAL INDUSTRIES, INC.  
(Type Name)

By: Joseph V. Collins  
 Joseph V. Collins  
 Vice-President/Mortgage Co.  
(Type Name and Title of Person Signing)

December 19, 1986  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

1350

SCHEDULE A

All of the Receivables, which for purposes of this Schedule A shall mean all accounts, contract rights, instruments, documents, chattel paper, general intangibles, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, and deposits with sureties on bonded contracts whether secured or unsecured, now owned or hereafter acquired by Debtor arising from the sale of the prefabricated home units identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specifically identified prefabricated home units being hereinafter referred to as the "Modules"); any check, draft, cash or any other remittance or credit in payment or on account of the Receivables; all of the Modules and all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules, all proceeds and products from the sale or other disposition of the Modules, including all Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments covering the Modules, all of Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation, and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account (including any of the above held on consignment), including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all guarantees, or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items; all customer lists and other documents containing the names, addresses and other information regarding Debtor's customers, subscribers or those to whom Debtor provides the Modules; all property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession; and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the foregoing in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the foregoing, whether in the possession of Debtor or any other person.

Finished building Components consisting of 81 units:

- (55) One-bedrooms - S/N 1419 - 1422, 1424-1427, 1429-1432, 1434-1437, 1439-1442, 1444-1445, 1448-1451, 1455-1457, 1459-1460, 1464, 1465, 1467-1469, 1471-1473, 1475, 1476, 1480, 1481, 1483, 1484, 1486, 1487, 1489, 1490, 1492, 1493, 1495-1498.
- (3) One-bedroom barrier-free - S/N 1446, 1447, 1479.
- (1) Two-bedroom - S/N 1461
- (3) Two-bedroom Master Suite Plus - S/N 1453, 1454, 1462.
- (1) Two-bedroom MSP barrier-free - S/N 1463
- (1) Manager's 2-bedroom apartment - S/N 1499
- (16) Studios - S/N 1423, 1428, 1433, 1438, 1443, 1452, 1458, 1466, 1470, 1474, 1478, 1482, 1485, 1488, 1491, 1494.
- (1) Laundry - S/N 1477

A unit consists of from one to three 12' x 24' prefabricated building unit modules.

Mailed to Secured Party

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Florida Marina & Boat Sales Inc. 2904 Mountain Road Pasadena, MD 21122	2. Secured Party(ies) and address(es) Borg-Warner Accept. Corp. PO Box 1989 Bradenton, FL 33506	For Filing Officer (Date, Time, Number, and Filing Office)
--	--	--

4. This financing statement covers the following types (or items) of property:  
 All inventory of whatever kind or nature, including but not limited to boats, boat trailers, boat motors, marine equipment, parts and accessories, whether attached to the boats, boat trailers, boat motors, or otherwise, wherever located, now owned or hereafter acquired or in the possession custody or control of Debtor, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and acccessions thereto and thereof, and all other goods used or intended to be used in conjunction therewith, and all proceeds thereof (whether in the form of cash, equipment, instruments, chattel paper, general intangible accounts or otherwise).

5. Assignee(s) of Secured Party and Address(es)

\*NOT SUBJECT TO RECORDATION TAX\*

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered,  Proceeds of Collateral are also covered,  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: \_\_\_\_\_ County \_\_\_\_\_

Florida Marina & Boat Sales Inc. Charles N. Anderson - President	Borg-Warner Accept. Corp. Patricia Jefferson - Wholesale Cashier
By: <u>[Signature]</u> Signature(s) of Debtor(s)	By: <u>[Signature]</u> Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

Mail to -  
 Hyland Infoguest  
 01123 N. Eastaw St  
 Balt. Md. 21201

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

BOOK 507 PAGE 421

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 233032 recorded in Liber 426, Folio 284 on June 18, 1980 (date)

1 DEBTOR(S)  
 Name(s) Hats in the Belfry, Incorporated t/a Hats in the Belfry  
 Address(es) 103 Main Street, Annapolis, MD 21401, 201 Pratt Street  
Store #6, Harborplace, Baltimore, MD 21202

2 SECURED PARTY:  
 Name: The Equitable Trust Company  
 Address: 100 East Pratt Street  
Baltimore, MD 21202

Person and Address to whom Statement is to be returned if different from above

Check mark below indicates the type and kind of Statement made hereby (Check only one Box.)

3  CONTINUATION. The original Financing Statement referred to above is still effective.

4  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.

6  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8

Mailed to Secured Party

J.F. CLERK

10-50

9 DEBTOR:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SECURED PARTY:  
EQUITABLE BANK, National Association, successor in interest to The Equitable Trust Company  
 By Barbara A. Wykowski  
Barbara A. Wykowski, Corporate Banking Officer  
 (Type Name and Title)

BOOK 507 PAGE 422

RECORDS  
MAY 2007

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es) Harley-Davidson of Annapolis, Inc. 1929 Lincoln Drive Annapolis, MD 21401	2. Secured Party(ies) and address(es) Kilbourn Finance Corporation P O Box 752- 1201 N. 37th St. Milwaukee, WI 53201	3. Maturity date (if any) For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 #16765 C777 R02 110:45 FEB 5 87
4. This statement refers to original Financing Statement bearing File No. #04576 446 443 Filed with Ann Arundel County Circuit Court Date Filed Feb. 11, 1982		CR CLEAR
5. <input checked="" type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still affective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is emanded as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented:

Harley-Davidson of Annapolis, Inc.

Kilbourn Finance Corporation

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: C. H. Hattery  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

Mailed to Secured Party

~~507-33~~

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es) Harley-Davidson of Annapolis, Inc. 1929 Lincoln Drive Annapolis, MD 21401	2. Secured Party(ies) and address(es) Harley-Davidson, Inc. P O Box 653 Milwaukee, WI 53201	3. Maturity date (if any) For Filing Officer (Date, Time and Filing Office)  RECORD FEE 10.00 #16766 C777 R02 T10:45 FEB 5 97 
4. This statement refers to original Financing Statement bearing File No. #04575 446-439 Ann Arundel County Filed with Clerk of Circuit Court Date Filed Feb. 11, 19 82		
5. <input checked="" type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented:

Harley-Davidson of Annapolis, Inc. \_\_\_\_\_  
 Harley-Davidson, Inc.  
 Carol H. Hattery  
 By: Carol H. Hattery  
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

Mailed to Secured Party

~~045539~~

This STATEMENT is presented to THE FILING OFFICER for filing pursuant to the Uniform Commercial Code.

For Filing Officer (Date, Time, Number, and Filing Office)

Debtor(s) (Last Name First) and address(es)  
CIP PARTNERSHIP  
514 N. Crain Highway  
Glen Burnie, Maryland 21061

Secured Party(ies) and address(es)  
AMERICAN NATIONAL BUILDINGS &  
LOAN ASSOCIATION OF BALTIMORE CITY  
Lexington & Liberty Streets  
Baltimore, Maryland 21201  
(\$2,350,000)

RECORD FEE 10.00  
CUSTOMER SERVICE 0.00  
TOTAL 10.00  
FEB 5 1987

This Statement refers to original Financing Statement No. Liber 476 at folio 90  
Date filed: August 8 19 84 Filed with chattel

- A.  CONTINUATION The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- B.  PARTIAL RELEASE From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the property indicated below.
- C.  ASSIGNMENT The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number shown above in the property indicated below.
- D.  TERMINATION The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
- E.  AMENDMENT The financing statement bearing the above file number is amended:
  - To show the Secured Party's new address as indicated below.
  - To show the Debtor's new address as indicated below.
  - As set forth below.

Return to: 544  
LIGHT & HARRISON, P.C.  
P.O. Box 6625  
McLean, Virginia 22106

CIP Partnership by Harold B. ...  
by [Signature] (Debtor)  
(Signature of Debtor, if required)

American National Savings Ass. (Secured Party)

Dated December 15 19 86

By [Signature]  
Joseph A. Kispert Asst. Vice President  
(Signature of Secured Party)

FILING OFFICER COPY - ALPHABETICAL

This form of Financing Statement is approved by the Illinois Secretary of State

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-3 REV

Mailed to Secured Party

347

FINANCING STATEMENT

TO BE RECORDED  
IN THE FINANCING STATEMENT RECORDS  
OF ANNE ARUNDEL COUNTY, MARYLAND

205810

Date: February 4, 1987

1. NAME AND ADDRESS OF DEBTOR: CIP PARTNERSHIP, a Maryland general partnership  
c/o Geo. H. Rucker Realty Corporation  
1403 N. Courthouse Road  
Arlington, Virginia 22201  
Attention: David S. Dodrill
2. NAME AND ADDRESS OF SECURED PARTY: Confederation Life Insurance Company  
321 Bloor Street East  
Toronto, Canada M4W 1H1
3. PURPOSE: This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to a Deed of Trust, dated February 4, 1987 (the "Deed of Trust"), between the Debtor and Merrill A. Yavinsky and Mallory R. Walker as security for a loan made by the Secured Party to the Debtor.
4. PROPERTY COVERED: This Financing Statement covers the following types (or items) of property:

RECORD FEE 18.00  
POSTAGE 50  
#16778 666 R02 T11:24  
FEB 5 87

TB

All of the Debtor's right, title and interest in and to: all buildings and improvements which are now on or which hereafter may be erected or placed upon the land and premises described in Schedule "A" hereto and incorporated herein by reference; all and singular the tenements, hereditaments, easements, rights of way, franchises, licenses, permits and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders; and also all present and future leases of said real property or

Return to: SLH  
LIGHT & HARRISON, P.C.  
P.O. Box 6625  
McLean, Virginia 22106

5-18

any part thereof, and all extensions, renewals and modifications thereof, or substitutions therefor, and all rents, issues and profits therefrom; and also all the estate, right, title, interest, property, claim and demand whatsoever of Debtor, of, in and to the same, and of, in and to every part and parcel thereof; and also all right, title and interest of the Debtor, if any, in and to the land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the said real estate to the center line thereof, together with the following: all machinery, apparatus, equipment, fittings, fixtures, furniture and articles of personal property of every kind and nature whatsoever, other than consumable goods (and excluding property owned by tenants which according to the terms of any applicable leases may be removed by such tenants at the expiration of such leases), now or hereafter located in or upon said real estate or any part thereof, and used or usable in connection with any present or future operation of said real estate (hereinafter collectively called "Equipment"), whether now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of Debtor in and to any Equipment which may be subject to any title retention or security agreement or instrument superior in lien

to the lien of this Financing Statement; and all chattel and fixture items of every type now or hereafter owned by the Debtor and used or useable in conjunction with the said real estate, including but not limited to those types of items hereinabove itemized as constituting Equipment; and all building materials, supplies and equipment now or hereafter delivered to the said real estate and intended to be therein or thereon installed or incorporated; and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to said real estate as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of said real estate, to the extent of all amounts which may be secured by the Deed of Trust at the date of receipt of any such award or payment by the Secured Party, and of the reasonable attorneys' fees, costs and disbursements incurred by the Secured Party in connection with the collection of such award or payment.

5. RECORD OWNER: The Record Owner of the land and premises is the Debtor.
6. PROCEEDS: Proceeds of the property are covered.

CIP PARTNERSHIP, a Maryland general partnership

[Corporate Seal]  
ATTEST:

By: GEO. H. RUCKER REALTY CORPORATION, General Partner

By: *Susan Jones Carter*  
SUSAN JONES CARTER, SEC'Y

By: *David S. Dodrill*  
DAVID S. DODRILL, EXECUTIVE VICE PRESIDENT

Return to:

Philip A. Gorelick, Esquire  
Melrod, Redman & Gartlan  
A Professional Corporation  
Suite 1100-K  
1801 K Street, N.W.  
Washington, D.C. 20006

SCHEDULE "A" TO THE FINANCING STATEMENT

ALL THAT CERTAIN LAND SITUATE IN THE SECOND ASSESSMENT DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
Lot No. 6 as shown on Plat entitled, resubdivision of Section 1, Plat 2, Crofton Industrial and Office Park, which Plat is recorded among the land records of Anne Arundel County in Plat Book 70 at folio 45.

Mailed to Secured Party

265811

BOOK 507 PAGE 429

TO BE  
 NOT TO BE

RECORDED IN  
 LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
 ON PRINCIPAL  
 AMOUNT OF \$ \_\_\_\_\_

FINANCING STATEMENT

1. Lessee: The North Arundel Hospital Association, Inc.  
 Name or Names—Print or Type

301 Hospital Drive Glen Burnie A.A. Co. MD 21061  
 Address—Street No., City - County State Zip Code

\_\_\_\_\_  
 Name or Names—Print or Type

\_\_\_\_\_  
 Address—Street No., City - County State Zip Code

2. Lessor: Builders Leasing Company  
 Name or Names—Print or Type

10401 Grosvenor Place Rockville, MD 20852  
 Address—Street No., City - County State Zip Code

Assignee: Mellon Bank (East), Mellon Bank Center, Philadelphia, PA 19102

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Certain equipment as described on Exhibit A attached hereto and incorporated herein. THIS IS A TRUE LEASE. THIS FILING IS FOR INFORMATIONAL PURPOSES ONLY.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

Lessee: THE NORTH ARUNDEL HOSPITAL ASSOCIATION, INC.

[Signature]  
 Director of (Signature of Debtor) Finance

T. W. H. M. [Signature]  
 Type or Print

\_\_\_\_\_  
 (Signature of Debtor)

\_\_\_\_\_  
 Type or Print

Lessor: BUILDERS LEASING COMPANY

[Signature]  
 (Company, if applicable)

\_\_\_\_\_  
 (Signature of Secured Party)

PHILIP FRIEDMAN TREASURER  
 Type or Print (Include title if Company)

RECORD FEE 11.00  
 POSTAGE .50  
 830458 0777 001 11144  
 FEB 5 '87

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
 Mellon Bank (East) National Association, Mellon Bank Center  
 Philadelphia, PA 19102- 2475 Attn: Documentation Support Unit - 194-1700

Name and Address \_\_\_\_\_

Luras Bros. Form F-1

Exhibit A

BOOK

507 PAGE 430

attached to and forming a part of the Maryland UCC-1 between The North Arundel Hospital Association, Inc., as lessee, and Builders Leasing Company, as lessor.

Polaroid Attachment Kit to Vanguard XR-35 Cine Projector #5VG000005  
35mm Magazine  
Sony Remote Control  
Vari-X-Cine Processor

Mailed to Secured Party

<input type="checkbox"/> TO BE	} RECORDED IN LAND RECORDS	<input type="checkbox"/> SUBJECT TO	} RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____
<input checked="" type="checkbox"/> NOT TO BE		<input checked="" type="checkbox"/> NOT SUBJECT TO	

FINANCING STATEMENT

1. Lessee: The North Arundel Hospital Association, Inc.  
 Name or Names—Print or Type  
301 Hospital Drive Glen Burnie A.A. Co. MD 21061  
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type  
 Address—Street No., City - County State Zip Code

2. Lessor: Builders Leasing Company  
 Name or Names—Print or Type  
10401 Grosvenor Place Rockville, MD 20852  
 Address—Street No., City - County State Zip Code

Assignee: Mellon Bank (East) National Association, Philadelphia, PA 19102  
 3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Certain equipment as described on Exhibit A attached hereto and incorporated herein. THIS IS A TRUE LEASE. THIS FILING IS FOR INFORMATIONAL PURPOSES ONLY.

4. If above described personal property is to be affixed to real property, describe real property.

TB  
 RECORD FEE 11.00  
 POSTAGE .50  
 #50453 CTTT R01 III 444  
 FEB 5 87

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

Lessee: THE NORTH ARUNDEL HOSPITAL ASSOCIATION, INC.  
J. Wyatt Medicus Director of Finance  
 (Signature of Debtor)  
T. WYATT MEDICUS  
 Type or Print  
 (Signature of Debtor)  
 Type or Print

Lessor: BUILDERS LEASING COMPANY  
 by Bush & Reiner, Inc., Partner  
Philip Friedman Secy  
 (Company, if applicable)  
PHILIP FRIEDMAN  
 (Signature of Secured Party)  
 Type or Print (Include title if Company)

To THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address \_\_\_\_\_  
 Lucas Bros. Form F-1

1150

attached to and forming a part of the Maryland UCC-1 between The North Arundel Hospital Association, Inc., as lessee, and Builders Leasing Company, as lessor.

<u>Manufacturer</u>	<u>Qty.</u>	<u>Description</u>
Ohmeda	7	#304-2400-800 Model 5200 CO(2) Monitors
Olympus	1	GIF-P10 Gastrointestinal Fiberscope, #2614964

Mailed to Secured Party

TO BE  
 NOT TO BE

RECORDED IN  
 LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
 ON PRINCIPAL  
 AMOUNT OF \$ \_\_\_\_\_

### FINANCING STATEMENT

1. Debtor(s):

BUILDERS LEASING COMPANY  
Name or Names—Print or Type

SUITE 1703, 10401 GROSVENOR PLACE, ROCKVILLE, MD 20852  
Address—Street No., City - County State Zip Code

Name or Names—Print or Type \_\_\_\_\_  
Address—Street No., City - County State Zip Code \_\_\_\_\_

2. Secured Party:

MELLON BANK (EAST) NATIONAL ASSOCIATION  
Name or Names—Print or Type

MELLON BANK CENTER PHILADELPHIA, PA 19102  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See Attachments

Collateral location is 301 Hospital Drive, Glen Burnie, Maryland

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

TB

RECORDING FEE 14.00  
POSTAGE .50  
830452 0777 R01 71143  
MAY 5 1977

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

14/50  
PV

DEBTOR(S): Builders Leasing Company  
By: Bresler & Rouner, Inc.

[Signature]  
(Signature of Debtor)

PHILIP FRIEDMAN  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print

SECURED PARTY:

Mellon Bank (East) National Association  
(Company, if applicable)

Beth A. Woodring  
(Signature of Secured Party)

Assistant Banking Officer  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address \_\_\_\_\_  
LJCSA Bros. Form F-1

1. The equipment and other personal property described in the schedules attached hereto (the "Equipment"), being the Equipment leased under that certain Equipment Schedule No. 15 dated October 24, 1986, executed pursuant to that certain Master Equipment Lease dated as of July 24, 1985, including all existing and future subleases, amendments, riders, schedules and supplements thereto (collectively, the "Lease"), between the Debtor, as lessor, and The North Arundel Hospital Association, Inc., as lessee, together with all accessories, parts, attachments and appurtenances appertaining or attached to any of the Equipment, and all substitutions, trade-ins, renewals and replacements of, and improvements and accessions to any and all of said Equipment, and in each case whether now owned or hereafter acquired;
2. All right, title and interest of the Debtor, as lessor, in and to the Lease and all amounts of rent, insurance proceeds, indemnity (but specifically excluding any tax indemnity pursuant to Rider No. 1, the Tax Indemnification Leverage, executed pursuant to and attached to the Lease) or other payments of any kind for or with respect to any item of Equipment, and other sums due and to become due thereunder (including, without limitation, casualty values), including any and all extensions or renewals thereof insofar as the same cover or relate to the Equipment;
3. Together with all the proceeds (cash and non-cash), issues, income, profits, all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, and books and records related to, arising from, or in connection with the foregoing.

<u>Manufacturer</u>	<u>Qty.</u>	<u>Description</u>
Ohmeda	7	#304-2400-800 Model 5200 CO(2) Monitors
Olympus	1	GIF-P10 Gastrointestinal Fiberscope, #2614964

Mailed to Secured Party

205844

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

The Debtor is a transmitting utility

1. Debtor(s) (Last Name First) and Address(es)

LIONEL EUGENE WILLET JR.  
PAMELA S. WILLET  
LOT 141 PATUXENT ESTATES  
LOTHAM MD 20711

2. Secured Party(ies) Name(s) and Address(es)

GREEN TREE ACCEPTANCE INC.  
2200 DIFITZ BLVD., #245  
WOODBRIDGE, VA 22191

4. For Filing Office: Date, Time, No. Filing Office

RECORD FEE 12.00  
POSTAGE .50

5. This Financing Statement covers the following type(s) of property:

1975 DUNE CROWN ROYAL  
70 X 14 SERIAL # 3392  
AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND  
APPURTENANCES THEREIN AND THEREON, INCLUDING BUT NOT  
LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S  
GREEN AND/OR RETAIL

6. Assignments of Secured Party and Address(es)

112.09  
FEB 5 87

Products of the Collateral are also covered.

8. Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner

The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or materials of the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8.)

No. & Street Town or City County Section Block Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
already subject to a security interest in another jurisdiction:  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignor(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

LIONEL EUGENE WILLET JR. PAMELA S. WILLET GREEN TREE ACCEPTANCE INC.

By *Lionel E. Willet Jr.*  
Signature(s) of Debtor(s)

By *Pamela S. Willet* *Heater Mander*  
Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked)

Mailed to Secured Party

205815

507 PAGE 437

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional States Presented

The Debtor is a transmitting utility

1. Debtor(s) Name(s) and Address(es)  
HAYWARD K. ROSENCRANCE  
LOTTIE C. ROSENCRANCE  
42 S. PAULA STREET  
LAUREL MD 20707

2. Secured Party(ies) Name(s) and Address(es)

GREEN TREE ACCEPTANCE INC.  
2200 OPITZ BLVD #245  
WOODBIDGE, VA 22191

4. For Filing Office: Date, Time, No. Filing Office

RECORDING FEE 12.00  
POSTAGE .50  
NOV082 0777 803 112410  
FEB 5 1997

5. The Financing Statement covers the following type(s) of property

1978 CHAMPION  
40 X 24 SERIAL # F39801138806  
"AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO, INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL

6. Assignee(s) of Secured Party and Address(es)

- The described crops are growing or to be grown on \*
  - The described goods are or are to be affixed to \*
  - The lumber to be cut or materials or the like (including oil and gas) is on \*
- \* (Describe Real Estate in Item 8)

8. Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner

No. & Street                      Town or City                      County                      Section                      Block                      Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
- which is proceeds of the original Collateral described above in which a security interest was perfected, or
  - acquired after a change of name, identity or corporate structure of the Debtor, or
  - as to which the filing has lapsed, or
  - already subject to a security interest in another jurisdiction
- when the collateral was brought into this State, or  when the Debtor's location was changed in this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean

- Consignor(s) and Consignor(s), or
- Lessee(s) and Lessor(s)

HAYWARD K. ROSENCRANCE                      LOTTIE C. ROSENCRANCE  
*Hayward K. Rosencrance*

GREEN TREE ACCEPTANCE INC.  
*Donna C. Divine*  
Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked)

By                      Signature(s) of Debtor(s)

(1) FILING OFFICER COPY—NUMERICAL  
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

(3/83)

Mailed to Secured Party

B

This FINANCING STATEMENT is presented to a Filing Office for filing (pursuant to the Uniform Commercial Code)

1. Debtor(s) (and Name(s) and Address(es))  
 2. Secured Party(ies) Name(s) and Address(es)  
 3.  The Debtor is a transmitting entity  
 4. For Filing Office: Date, Time, No. Filing Office  
 5. This Financing Statement covers the following type(s) of property:  
 6. Consignee(s) and Consignor(s) and Address(es)  
 7.  The described crops are growing or to be grown on.  
 The described goods are or are to be affixed to.  
 The timber to be cut or materials or the like including oil and gas is on.  
 8. Describe Real Estate Here  
 9. Name of a Record Owner  
 10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed or  
 already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State or  when the Debtor's location was changed to this State.  
 11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s).  
 By: George R. Lee Signature(s) of Debtor(s)  
 By: Dorcas C. Swine Signature(s) of Secured Party(ies)  
 (3/83) (11) FILING OFFICER COPY—NUMERICAL  
 STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

RECORD FEE 11.00  
 POSTAGE .50  
 RECORDS CITY HALL REC-10  
 FEB 5 87

Mailed to Secured Party

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

The Debtor is a transmitting utility

1. Debtor(s) (Last Name First) and Address(es)  
Joyce Ripperger  
106 Patuxent Mobile Est  
Lothian, MD 20711

2. Secured Party(ies) Name(s) and Address(es)  
Green Tree Acceptance, Inc.  
P.O. Box 4488  
Woodbridge, VA 22194

4. For Filing Office: Date, Time, No. Filing Office  
76

5. This Financing Statement covers the following types of interest in property  
1981 Champion 14 x 60 Serial #111F2311114034 "and including all furniture, fixtures, appliances, and appurtenances therein and thereto; including but not limited to those items specified on the manufacturer's invoice and/or purchase agreement and/or retail

6. Assignee(s) of Secured Party and Address(es)

7.  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or materials of the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8.)

8. Describe Real Estate Here:  This statement is to be indexed on the Real Estate Records.

9. Name of a Record Owner

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s) or  
 Lessee(s) and Lessor(s)

By: Joyce Ripperger, Signature of Debtor(s)

By: *[Signature]*, Signature of Secured Party(ies)  
(Required only if Item 10 is checked.)

13/83 FILING OFFICE COPY—NUMERICAL STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

Mailed to Secured Party

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

The Debtor is a transmitting utility

1. Debtor(s) (Last Name First) and Address(es)

EDWARD L. MORRIS  
DOROTHY M. MORRIS  
LYONS CREEK WHP LOT 17 A STREET  
LOTHIAN MD 20711

2. Secured Party(ies) Name(s) and Address(es)

GREEN TREE ACCEPTANCE INC.  
2200 OPITZ BLVD., #245  
WOODBRIIDGE, VA 22191

4. For Filing Office: Date Time No. Filing Office

RECORD FEE 12.00  
POSTAGE .50  
MAY 05 0777 PM 112:11

TB

5. This Financing Statement covers the following type(s) of property:

1971 ELDONA HOMES CORP.  
65' X 24' SERIAL # 802403027A8  
"AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO) INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S

Product ID# (AND/OR) P.W.C.H.A.S.S. AGREEMENT AND/OR RETAIL

6. Assignee(s) of Secured Party and Address(es)

The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in item 8)

8. Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9. Name of Record Owner

No. & Street Town or City County Section Block Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 in to which the filing has ceased, or  
already subject to a security interest in another jurisdiction  
 when the collateral was brought into this State, or  when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean  
 Consignor(s) and Consignee(s), or  
 Lessor(s) and Lessee(s).

EDWARD L. MORRIS

DOROTHY M. MORRIS

GREEN TREE ACCEPTANCE INC.

By: \_\_\_\_\_  
Signature of Debtor(s)  
ALL Filing Offices Except - Washington

By: \_\_\_\_\_  
Signature of Secured Party(ies)  
(Required only if item 10 is checked)

Mailed to Secured Party

285849

BOOK 507 PAGE 441

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code. No of Additional Sheets Presented.  The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es) JEFFREY L. BARTH RICHARD L. BARTH 14 S. BRUCE STREET LAUREL MD 20707	2. Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BLVD ; #245 WOODBIDGE, VA 22191	4. For Filing Office: Date, Time, No. Filing Office RECORD FEE 12.00 POSTAGE .50 RECORDED OFFICE 712442 FEB 5 87 TB
---	--	--

5. This Financing Statement covers the following type(s) of property:  
1983 CAROLINA  
48 X 14 SERIAL # CHHRKNC13127  
"AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL

Proceeds of Real Estate Here.  This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner

7.  The described crops are growing or to be grown on.\*  
 The described goods are or are to be affixed to.\*  
 The lumber to be cut or minerals or the like (including oil and gas) is on.\*  
\*(Describe Real Estate in Item 8.)

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected in <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.					

JEFFREY L. BARTH *Jeffrey L. Barth* RICHARD L. BARTH *Richard L. Barth* GREEN TREE ACCEPTANCE INC. *Donna C. Swire*

By: *12* (1) Filing Office Copy (authentic) Approved by Secretary of Commonwealth of Pennsylvania

Mailed to Secured Party

265850

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)  
ROBERT T. GRANIELL

2 Secured Party(ies) Name(s) and Address(es)

4 For Filing Office, Date, Time, No. Filing Office

137 WAYSONS COURT  
LOTHIAN MD 20711

GREEN TREE ACCEPTANCE INC.  
2200 OFITZ BLVD ; #245  
WOODBIDGE, VA 22191

RECORD FEE 11.00  
POSTAGE .50  
100487 0711 001 112:15

5 This Financing Statement covers the following type(s) for item(s) of property

1983 ZIMMER  
70 X 14 SERIAL # ZZF19701  
"AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S

6 Assignee(s) of Secured Party and Address(es)

Pro INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL

7  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8)

Describe Real Estate Here:

This statement is to be indexed in the Real Estate Records

8 Name of a Record Owner

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)

- which is proceeds of the original Collateral described above in which a security interest was perfected, or
- acquired after a change of name, identity or corporate structure of the Debtor, or
- as to which the filing has lapsed, or
- already subject to a security interest in another jurisdiction
- when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean

- Consignee(s) and Consignor(s) or
- Lessee(s) and Lessor(s)

By Robert T. Granell 1/2/86  
Signature(s) of Debtor(s)

By Andrea Burch  
Signature(s) of Secured Party(ies)

(3-83) (11) FILING OFFICER COPY - NUMERICAL STANDARD FORM - FORM 900X - Approved by Secretary of Commonwealth of Pennsylvania

Mailed to Secured Party

Anne Arundel

BOOK 507 PAGE 443

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 498 Page No. 549  
Identification No. 262201 Dated June 10, 1986

1. Debtor(s) } Genderson Chevrolet, Inc.  
Name or Names—Print or Type  
138 REvel Highway, Annapolis, Anne Arundel, Md.  
Address—Street No., City - County State Zip Code  
21401

2. Secured Party } Equitable Bank, N.A., 7th floor  
Name or Names—Print or Type  
100 Light Street, Baltimore, MD. 21202  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

RECORD FEE 10.00  
POSTAGE .50  
#20529 CTTT 001 119431  
FEB 5 87



<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <b>SUBORDINATION AGREEMENT</b> See Exhibit A attached - Used Cars</p>

RETURN TO:  
Equitable Bank, n.A.  
100 Light Street, 7th floor  
Baltimore, Maryland 21202  
ATTN: Jane Logan

Dated: December 2, 1986  
Equitable Bank, N.A.  
Name of Secured Party  
*A.J. Shaughness*  
Signature of Secured Party  
A.J. Shaughness, V.P.  
Type or Print (Include Title if Company)

154

WHEREAS, GENERAL MOTORS ACCEPTANCE CORPORATION (hereinafter referred to as "GMAC") and EQUITABLE BANK, N.A. (hereinafter referred to as "the Bank") have filed or intend to file a financing statement or statements under the Uniform Commercial Code giving notice of a possible security interest in all or some of the used car inventory of GENDERSON CHEVROLET, INC. (hereinafter referred to as "the Dealer") and the proceeds thereof; and

WHEREAS, the parties hereto desire to avoid any possible conflicting security interests arising from the filing of said financing statements,

NOW, THEREFORE, the parties hereto agree as follows:

1. GMAC does hereby subordinate to the security interest of the Bank any security interest it may have in foreign nameplate (hereinafter "foreign") used car inventory floor planned by Bank and the proceeds thereof; provided however, that GMAC's security interest is not subordinated in the event that any foreign used car constitutes proceeds of (i) any new car inventory (other than new BMW inventory) floor planned by GMAC or (ii) any domestic nameplate (hereinafter "domestic") used car inventory floor planned by GMAC. Bank does hereby subordinate to the security interest of GMAC any security interest it may have in domestic used car inventory floor planned by GMAC and the proceeds thereof; and accordingly Bank further agrees that, as consistent with the Subordination Agreement between Bank and GMAC, executed on May 30, 1986, (which is reaffirmed, ratified, and incorporated by reference), Bank subordinates any security interest it may have in any domestic used car which Dealer takes in trade for a new BMW and upon which GMAC extends new value to the Dealer pursuant to a used car floor planning arrangement. Proceeds is defined to include cash and non-cash proceeds received by the Dealer upon the sale or disposition of the respective inventory whether at wholesale or retail including vehicles taken in trade (with the rights of the parties adjusted as described above within this paragraph 1) general intangibles, accounts and contract rights arising from the sale, lease or other dispositions of the respective inventory.

2. Bank hereby acknowledges that it claims no security interest in any used car inventory of the Dealer other than that portion of said Dealer's used car inventory comprised of foreign used car inventory floor planned by Bank and the proceeds thereof; (proceeds as described in the above paragraph 1).

3. Except as herein otherwise specifically provided, priority of the respective security interests of GMAC and the Bank in the Dealer's used car inventory shall be determined in accordance with the Uniform Commercial Code.

4. This agreement does not govern or affect the rights of either party as a purchaser of retail installment sale contracts for which new value is given and of which possession is taken in the normal course of business.

5. This agreement shall remain in effect until written notice of termination is given by either party. No notice of termination shall impair the rights or priorities of either party created or acquired hereunder prior to the receipt of the notice of termination.

6. GMAC and the Bank agree that this agreement shall be binding upon and inure to the benefit of their respective successors and assigns.

Executed this 2nd day of December, 1986.

Mailed to Secured Party

ACKNOWLEDGEMENT:

By [Signature]  
Title [Signature]

EQUITABLE BANK, N.A.

By [Signature]  
Title [Signature]  
GENERAL MOTORS ACCEPTANCE CORPORATION  
By [Signature]  
Title asst Treas

FINANCING STATEMENT

205801

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

RECORD FEE 12.00

5. Debtor(s) Name(s) Address(es)  
 Jeffrey S. Moore, Individually and Trading as Snap-On Tool 1909 Norwich Road  
 Glen Burnie, Maryland 21061

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles Street  
 Attention: Colleen Jurak Baltimore, Maryland 21201  
 Loan Documentation

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 Jeffrey S. Moore, Individually and Trading as Snap-On Tool  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

Mr. Clerk. Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

EQUITABLE BANK, N.A.  
 LOAN DOCUMENTATION CENTER  
 100 S. CHARLES ST. 3rd FL.  
 BALTIMORE, MARYLAND 21201

17.50

FEB 5 87 TB

**SCHEDULE A**

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association and Jeffrey S. Moore, Individually and Trading as Snap-On Tool.

SECTION G CONTINUED

Buy Back Agreement by and between Snap-on Tools Corporation and Jeffrey S. Moore. *J.M.*

Mail to  
EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
1000 G. CHARLES ST, 3rd FL.  
BETHESDA, MARYLAND 20814

1450

265852

### FINANCING STATEMENT

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

DEBTOR James M. and Frances V. McCully, Rams Head, Inc. T/A Rams Head Tavern  
(Name or Names)

33 West Street Annapolis, Maryland 21401  
(Debtor's Address—Street No., City, County, State)

SECURED PARTY Eklof & Company, Inc.  
(Dealer's Name)

612 Washington Blvd. Baltimore, Maryland 21230  
(Dealer's Address—Street No., City, County, State)

ASSIGNEE OF SECURED PARTY:

THE CARROLLTON BANK OF BALTIMORE  
BALTIMORE STREET AT CARROLLTON AVENUE, BALTIMORE, MARYLAND 21223

1. This financing statement covers the following items of personal property:

Make (if Automobile) Or Manufacturer	Description (if Automobile, Body Type)	Serial No.	Motor No.	Model No.	Year
Vulcan	Convection Oven Invoice #55841			ET-4	

2. If above described personal property is to be affixed to real property, describe real property:

RECORD FEE 14.00  
POSTAGE .50  
MAR 13 0777 AM 114-16

3. This transaction (is) ~~(is)~~ exempt from the Recordation Tax. Consideration \$ 1,501.55

Dated this 17th day of December 19 86

FEB 5 87

Witness: James M. McCully Rams Head Inc. T/A Rams Head Tavern **Debtor Signs**  
Frances V. McCully Rams Head Inc. T/A Rams Head Tavern **Debtor Signs**  
Donna E. Fralesgh **Witness Signs**

Attest: G. Sparks **Attest Signs**  
Harry S. Eklof Jr. Eklof & Company, Inc. **Secured Party Signs**  
 Harry S. Eklof Jr., President

Return to: The Carrollton Bank of Baltimore, Post Office Box 1391, Baltimore, Maryland 21203

77-064

Mailed to Secured Party

14501

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<p>1 Debtor(s) (Last Name, First) and address(es)          Doyle &amp; Okun Cardiology Associates, P.A.          615 Hammonds Lane          Baltimore, MD 21225</p>	<p>2 Secured Party(ies) and address(es)          Liberty Leasing          506 Hammonds Lane          Baltimore, MD 21225</p>	<p>3 Maturity Date (if any)          For Filing Officer (Date, Time, Number, and Filing Office)</p>
---	--	---

4 This financing statement covers the following types for item(s) of property:  
 Hewlett Packard Series 40 Echocardiographic machine together with the accessories, improvements, parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

ASSIGNEE OF SECURED PARTY  
 Sovran Bank/Maryland  
 6610 Rockledge Drive  
 Bethesda, MD 20817

Assignee:  
 Sovran Bank/Maryland  
 By: Cynthia A. Flanders  
 Cynthia A. Flanders  
 Commercial Banking Officer

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered

Filed with: Anne Arundel County (Recordation Tax to State of MD.)  
 Doyle & Okun Cardiology Associates, P.A. Liberty Leasing

By: Kevin Doyle (Signature(s) of Debtor(s))  
 By: Benjamin Borland (Signature(s) of Secured Party(ies))  
 By: Allan H. Senker

RECORD FEE 11.00  
 POSTAGE .50  
 FEB 6 1987  
 7B

Filing Officer Copy - Alphabetical

11-50

Mailed to Secured Party



205854

BOOK 507 PAGE 449

Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 164,500
- To Be Recorded in Land Records of \_\_\_\_\_

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel Co. (2 copies)

NAME	ADDRESS		
1. Debtor(s)	Street	City	State
BENGTSON, DEBELL, ELKIN & TITUS, P.C.,	13924 Braddock Rd.,	Centreville, VA	22020
	11229 Lockwood Drive, (Montgomery Co.),	Silver Spring, MD	20901
	2600 Caborer Drive, (Anne Arundel Co.),	Hanover, MD	21076

2. Secured Party SOVRAN BANK/MARYLAND  
 6610 Rockledge Drive, Bethesda, MD 20817  
 Attn: Loan Administration

RECORD FEE 11.00  
 POSTAGE .50  
 450052 0777 901 108:53

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check  one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

FEB 5 87  
 TB

Title Owner of Real Estate: \_\_\_\_\_

4. Mailing instructions. This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Secured Party: SOVRAN BANK/MARYLAND

BENGTSON, DEBELL, ELKIN & TITUS, P.C.

By: *David A. Wood, Jr.*

by: *John T. DeBell, President*

Type Name David A. Wood, Jr.

John T. DeBell, President

Title Vice President/Commercial

\_\_\_\_\_  
 Type or Print Name and Title of Each Signature

I certify under penalty of perjury that recordation tax in the amount of \$559.35 was paid to Maryland Department of Assessments & Taxation.

*11/50*

*Steven Rollin*  
 Authorized Signature

Bengston, DeBell, Elkins, & Titus, P.C.

Schedule A

One (1) VAX 11/785 System as Follows:

One (1)	VAX 11/785XA-AE	VAX 11/785 CPU, 2MB ECC MOS Memory, VAX/VMS License, used
One (1)	FP785-AA	Floating Point Processor, unused
Two (2)	DM232-AP	24-Line Asynch. Mux, used
Four (4)	NS789	National Semiconductor 4MB 256K Chip Memory, new
One (1)	RA60-AA	205MB Disk Drive, used
Fourteen (14)	RA60-P	Disk Cartridges, new
One (1)	DW780-AA	Unibus Adapter, used
One (1)	BA11-KU	Expansion Box, used
Two (2)	DD11-DK	Expansion Backplane, used
One (1)	BC26V-25	25' Shielded SI Cable, new
One (1)	BC26V-12	12' Shielded SI Cable, new
One (1)	UDA50-A	Controller, used
One (1)	LA120-BA	DECwriter III, used
One (1)	BC22D-25	25' Null Modem Cable, used
One (1)	LAXX-KD	Wire Shelf, used

Secured Party:

Debtor:

SOVPAN BANK/MARYLAND

BENGTSON, DEBELL, ELKIN, TITUS, P.C.

by:

  
David A. Wood, Jr., VP/Comm.

by:

  
John T. DeBell, President

Mailed to Secured Party

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 247007 Dated April 7, 1983

Record Reference Liber 401 Page 117

2. DEBTOR is:

Name: Gilbert C. Brown (Last Name First)

Address: 535 Cecil Avenue, Millersville, Anne Arundel County, Md. 21108

3. SECURED PARTY is:

Name: The Bank of Glen Burnie

Address: 101 Crain Highway, S.E., Glen Burnie, Maryland 21061

RECORD FEE 10.00  
POSTAGE .00  
630708 CTTI AM T09-26

CR  
CLERK

FEB 6 87

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:

THE BANK OF GLEN BURNIE  
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

SECURED PARTY:

The Bank of Glen Burnie

Dated January 7, 1987

By: Craig C. Curtin (Title)  
Assistant Vice President

11/50

Mailed to Secured Party

FINANCING STATEMENT

205855

(To Be Used For Indirect Loans and Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Leonard Movers Corporation  
(Name or Names—Last Name First)  
7155 East Furnace Branch Road Glen Burnie, MD 21061  
(Address)

2. SECURED PARTY: The Bank of Glen Burnie  
(Name or Names)  
101 Crain Highway, S.E. Glen Burnie, MD 21061  
(Address)

3. ASSIGNEE OF SECURED PARTY: THE BANK OF GLEN BURNIE  
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

4. This Financing Statement covers the following types (or items) of property:

*Equipment, inventory, machinery, furniture, general intangibles, wherever located, and all products and proceeds.*

RECORD FEE 12.00  
STAMP FEE .50

- 5. Proceeds of collateral are covered hereunder: YES  NO
- 6. Products of collateral are covered hereunder: YES  NO
- 7. This transaction is exempt from the Recordation Tax.

RECORDED  
FEB 6 1987  
TB

8. Filed with: Clerk of the Circuit Court for Anne Arundel County

9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

Dated this 31st day of December, 1986

DEBTOR: LEONARD MOVERS CORPORATION  
By: Margaret McLean, President (Title)

SECURED PARTY:  
By: Earl G. Walter (Title)  
Executive Vice President

**FOR FILING OFFICER USE**

File No. \_\_\_\_\_ Date and Hour of Filing \_\_\_\_\_  
Record Reference \_\_\_\_\_

Mailed to Secured Party

1150

FINANCING STATEMENT

265856

(To Be Used For Indirect Loans and Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

- 1. DEBTOR: H and M Wagner and Sons, Inc.  
(Name or Names—Last Name First)  
7204 May Wagner Lane, Glen Burnie, Maryland 21061  
(Address)
- 2. SECURED PARTY: The Bank of Glen Burnie  
(Name or Names)  
101 Crain Highway, Glen Burnie, Maryland 21061  
(Address)
- 3. ASSIGNEE OF SECURED PARTY: THE BANK OF GLEN BURNIE  
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

4. This Financing Statement covers the following types (or items) of property:

11/73 CPU with 512 KB memory, 11 I/O ports  
 1 data products BE300 300 LPM printer, 1 LA210  
 240 CPS printer and stand, LA50 printer, 1 RC25  
 (fixed and removable) disk drive, 3 VT220 CRTS,  
 4 100' cables, 1 125' cable, 10 RC25 disk packs, modem  
 and board for remote order entry, micro controller  
 and acoustic coupler for remote diagnostic

RECORD FEE 17.00  
 POSTAGE .30  
 800709-0771 MS 109427

TB

FEB 3 87

- 5. Proceeds of collateral are covered hereunder: YES  NO
- 6. Products of collateral are covered hereunder: YES  NO
- 7. This transaction is exempt from the Recordation Tax.

8. Filed with: Clerk of the Circuit Court for Anne Arundel County

9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

Dated this 12th day of December, 19 86

DEBTOR: H & M Wagner & Sons, Inc.

SECURED PARTY: The Bank of Glen Burnie

By: George M. Wagner  
(Title)

By: Earl G. Walter  
Executive Vice President (Title)

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	

Handwritten initials/signature

Mailed to Secured Party

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 492 Page No 77  
Identification No. 259353 Dated 11/25/85

1 Debtor(s) { St. James Construction Co., Inc.  
Name or Names - Print or Type  
P.O. Box 611, Severna Park, MD 21146  
Address - Street No. City - County State Zip Code

2 Secured Party { The First National Bank of Maryland  
Name or Names - Print or Type  
P.O. Box 1596, Baltimore, MD 21203  
Address - Street No. City - County State Zip Code

3 Maturity Date (if any)

4 The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 10.00  
POSTAGE .50  
#17131 0055 R02 114:49  
FEB 6 87  
I.P. CLEAR

Dated: 10/8/86

THE FIRST NATIONAL BANK OF MARYLAND  
(Name of Secured Party)  
*Patricia A. Brian*  
(Signature of Secured Party)  
Patricia A. Brian, Vice President  
Type or Print (Include Title if Company)

1000  
JP

Mailed to Secured Party

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 492 Page No. 81  
Identification No. 259355 Dated 11/25/85

1. Debtor(s) { St. James Construction Co., Inc.  
Name or Names - Print or Type  
P.O. Box 611, Severna Park, MD 21146  
Address - Street No. City - County State Zip Code

2. Secured Party { The First National Bank of Maryland  
Name or Names - Print or Type  
P.O. Box 1596, Baltimore, MD 21203  
Address - Street No. City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.



RECORD FEE 10.00  
POSTAGE .50  
#17132 0055 R02 114:50  
FEB 6 87

Dated: 10/8/86

THE FIRST NATIONAL BANK OF MARYLAND  
(Name of Secured Party)

*Patricia A. Brian*  
(Signature of Secured Party)

Patricia A. Brian, Vice President  
Type or Print (Include Title if Company)

1000  
10

Mailed to Secured Party



ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION  
ANNAPOLIS, MARYLAND 21404

BOOK 507 PAGE 457  
265875

FINANCING STATEMENT

DATE: December 26, 1986

(xxx) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_

NAME OF DEBTOR(s): Wayne Byrd

ADDRESS: 1577 Eton Way  
Annapolis, MD 21114

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION  
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street  
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

- 1 #010400 Toshiba 1100+ Serial No. 10627248
- 1 #403085 Floppy Link
- 2 #030605 Compaq Green Montor Serial Numbers 9627676 and 9627675
- 2 #030832 Video Display Adapter
- 2 #055018 360K Drives
- 1 #015053 Compaq Deskpro 286-20 Serial Number 4647AK680208
- 1 #015062 Compaq Deskpro 286-40 Serial Number 4647AK680206
- 1 #205050 Compaq DOS 3.1

RECORD FEE 11.00  
POSTAGE .50  
432877 CTH MI 113411  
FEB 6 87

M

DEBTOR(S):

Wayne Byrd

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS  
AND LOAN ASSOCIATION

By:

John M. Crook  
(Authorized Signature)

John M. Crook, Senior Vice President  
(Type Name and Title)

(NOTE: Type name under each  
signature and if company,  
type name of company and  
name and title of authorized  
signer.)

Mailed to Secured Party

1150.

Identifying File No. 265876

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 12-8-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DALNEKOFF & MASON PA  
STE 301 WEST CT BLDG 2448 HOLLY AVE  
Address ANNAPOLIS MD 21401

2. SECURED PARTY

Name WEST PUBLISHIGN CO  
50 W KELLOGG PO BOX 64526  
Address ST PAUL MN 55164

RECORD FEE 11.00  
26587 0777 R01 115.09  
FEB 6 87  
B

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

WEST LAW BOOKS - SEE ATTACHED SECURITY AGREEMENT #32425

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SEE ATTACHED SECURITY AGREEMENT

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

WEST PUBLISHING CO

(Signature of Secured Party)

LIEN CLERK  
Type or Print Above Signature on Above Line

Pa  
Bally  
Oatley 12/11



West Publishing Company  
50 W. Kellogg Blvd., P.O. Box 64526, St. Paul, MN 55164-0526 Tel: 612/226 2500

*See update 10-16-91*

ACCT # 2-010-693 PO# \_\_\_\_\_ Date 12/8 1986  
 Name DALNEKOFF & MASON P.C.  
Suite 301 - West Ct BLDG  
 Address 2448 Holly Ave  
 City ANNAPOLIS State Md Zip Code 21401  
 Sales Representative MULLIGAN No 032425

CONFIRMATION

You may ship for which I (we) agree to pay:

* <u>Mid Digest 4 Vols</u>	<u>1455</u>	<u>50</u>
* <u>Mid Law Encyclopedia 29 Vols</u>	<u>1406</u>	<u>50</u>
<u>1yr FREE SERVICE</u>		
<u>Full MD Reporter Bk 1-54; 149-169</u>		
<u>Covering Atl 21-190, 453-512 75 Vols @ 20.75</u>	<u>1556</u>	<u>25</u>
<u>md Dist. Court Practice vols 1-4</u>	<u>250</u>	<u>00</u>
<u>Blacks Law Dictionary</u>	<u>19</u>	<u>95</u>
	<u>4688</u>	<u>20</u>
<u>-5% Comb Discount</u>	<u>234</u>	<u>41</u>
	<u>4453</u>	<u>79</u>
<u>+ sub tax</u>	<u>222</u>	<u>69</u>
	<u>4676 48</u>	

Total amount of this order \$ 4676 48

Unpaid balance of purchase price for previously delivered books listed below:

\_\_\_\_\_ \$ — 0 —

PLEASE RUSH

Combined total of this order and of above listed books previously delivered ..... \$ — 0 —

Terms: 385.00 + 45.00 = 430.00 cash herewith, and \$ 117.00 plus tax, per month, beginning 30 days from date, without interest on principal while installments are paid as agreed.

Also enter subscription for future service consisting of pocket parts, pamphlets, recompiled or additional volumes as published until further notice at the then current prices, plus shipping and handling, and payable as delivered, without interest except on overdue subscription and other open account charges. This order is subject to approval by vendor, who retains a purchase money security interest in all said books until paid, and is not transferable by vendee. A reproduction of this agreement may be used as a financing statement. Construction of this contract shall be according to Minnesota law and interest charged at the time of default, if any, will be adjustable to the then highest current rate allowable on Minnesota contracts. For incorporated purchasers the interest rate is one-half percent over prime rate at First National Bank, St. Paul, on the first of each month. If any installments or open account charges remain unpaid 90 days after maturity, all unmaturing installments shall become due and payable at the option of the vendor. Sales or use tax will be added where applicable.

Mailed to Secured Party

Witness \_\_\_\_\_ Signature \_\_\_\_\_

If purchaser is not a lawyer or partnership of lawyers, complete section below:

I agree to these terms and personally guarantee payment of this contract and subscription service furnished thereunder.

WEST  
By Mr Shepard

Signed [Signature]  
 ORIGINAL BARRY DALNEKOFF

205577

UNIFORM COMMERCIAL CODE—  
FINANCING STATEMENT

For Filing Officer Use Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN  
OR PRINTED IN INK.  
SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here.  
\$ \_\_\_\_\_

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR: Name LAUREL TOYOTA, INC. T/A LAUREL TOYOTA JAGUAR  
Address 3516 Fort Meade Road, Laurel, Maryland  
Street City or County State

2. SECURED PARTY: CITIZENS BANK AND TRUST COMPANY OF MARYLAND  
6200 BALTIMORE BOULEVARD, RIVERDALE, MD.

RETURN FILING RECEIPT TO:

RECORD FEE 12.00  
POSTAGE .50  
M50874 DTI 801 T15-06  
FEB 6 1977  
M

CITIZENS BANK AND TRUST COMPANY OF MARYLAND  
6200 BALTIMORE BOULEVARD, RIVERDALE, MD.

3. This Financing Statement covers the following kinds and types of property, now or hereafter held by the Debtor, as inventory, and also all proceeds resulting from sale or other disposition thereof, including, but not limited to, cash, accounts, instruments, documents, chattel paper, security agreements, and goods:  New  Used  New and Used

Motor Vehicles

4.  Proceeds of Collateral are also covered.  
 Products of Collateral are also covered.

By: *Marvin M. Satisfsky*  
(Signature of Debtor)  
Marvin M. Satisfsky *president*  
Type or Print Above Signature on Above Line

CITIZENS BANK & TRUST CO. OF MARYLAND  
By: *Daniel C. Lynett*  
Signature

DS-51

Mailed to Secured Party

UNIFORM COMMERCIAL CODE--  
FINANCING STATEMENT

For Filing Officer Use Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN  
OR PRINTED IN INK.  
SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here.  
\$ \_\_\_\_\_

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR: Name AUTOHAUS TISCHER, INC.  
Address 3225 Ft. Meade Road, Laurel, Maryland  
Street City or County State

2. SECURED PARTY: CITIZENS BANK AND TRUST COMPANY OF MARYLAND  
6200 BALTIMORE BOULEVARD, RIVERDALE, MD.

RECORD FEE 11.00  
POSTAGE .50  
CITIZENS BANK & TRUST CO. OF MARYLAND  
FEB 6 1987

RETURN FILING RECEIPT TO:

CITIZENS BANK AND TRUST COMPANY OF MARYLAND  
6200 BALTIMORE BOULEVARD, RIVERDALE, MD.

3. This Financing Statement covers the following kinds and types of property, now or hereafter held by the Debtor, as inventory, and also all proceeds resulting from sale or other disposition thereof, including, but not limited to, cash, accounts, instruments, documents, chattel paper, security agreements, and goods:  New  Used  New and Used

Motor Vehicles

4.  Proceeds of Collateral are also covered.  
 Products of Collateral are also covered.

By: Rudolph Tischer  
Rudolph Tischer (Signature of Debtor)  
Rudolph Tischer president  
Type or Print Above Signature on Above Line

CITIZENS BANK & TRUST CO. OF MARYLAND  
By: David C. Lippett  
Signature

11-20

Mailed to Secured Party

265879

Clerk, Circuit Court  
of Ann Arundel County  
Court House  
P.O. Box 970  
LaPlata, Maryland 20646

FINANCING STATEMENT

RECORD FEE 11.00  
POSTAGE .50

For Filing Officer - (Date, Time, No. and Office)

BOOK 507 PAGE 462  
FEB 6 87

Not to Be Recorded in Land Records

This financing statement is presented to a filing officer for filing pursuant to the Maryland Uniform Commercial Code.

1. Name of Debtor: InterCAD Corporation  
2525 Riva Road  
Annapolis, Maryland 21401

2. Name of Secured Party: MARYLAND NATIONAL BANK  
Address: 10 Light Street  
Baltimore, Maryland 21202

3. This Financing Statement covers the following types (or items) of property:

All accounts, accounts receivable, contract rights and general intangibles now or hereafter in existence, and the proceeds thereof, and all returned or repossessed goods arising from or relating to any said accounts or rights.

4. The proceeds of collateral are covered.

5. The products of collateral are covered.

6. This transaction  is subject  is not subject to recordation tax on the principal amount of \$ \_\_\_\_\_.

Debtor: InterCAD Corporation  
Secured Party: MARYLAND NATIONAL BANK

By: W. H. Sargeant secretary  
By: Gary Hobert Vice President

Mr. Clerk: Return to Maryland National Bank  
2070 Chain Bridge Road  
Suite 105  
Vienna, Virginia 22180  
Attn: Gary Hobert

11-30

Mailed to Secured Party

BOOK 507 PAGE 463

265830

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented	3 Bank Note No.
1. Debtor(s) (Last Name First) and Address(es) Douglas Margerum 1724 Reynolds Street Crofton, Maryland 21114	2. Secured Party(ies) Name(s) And Address(es):  AMERICAN SECURITY BANK, N.A. 15th & PENNSYLVANIA AVE. N.W. WASHINGTON, D. C. 20013		4. For Filing Officer: Date, Time, File No., Filing Office.  RECORD FEE 11.00 POSTAGE 50 BOSTON CITY R01 114:56 FEB 6 87
7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable)  All of the Debtor's partnership right, title and interests whether now existing or hereinafter acquired as a general/limited partner in White Oak Enterprises Limited Partnership, a Maryland limited partnership.			5. Assignee(s) of Secured Party, Address(es):
<input checked="" type="checkbox"/> Proceeds <input type="checkbox"/> Products of the collateral are also covered			6. <input type="checkbox"/> The described crops are growing or to be grown on the real property described in Item 7.  <input type="checkbox"/> The described goods are or are to be affixed to the real property described in Item 7.
8. Signatures: [If debtor's signature omitted pursuant to G. S. 25-9-402 (2), indicate reason.] By <u>Douglas Margerum</u> Debtor(s) [or Assignor(s)]		AMERICAN SECURITY BANK, N.A. By <u>[Signature]</u> Vice-President Secured Party(ies) [or Assignee(s)]	

ASB 8.43 (REV. 9/84)  
P. 10-84

FINANCING STATEMENT

UCC-1

1130

Mailed to Secured Party

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-BOOK 507 PAGE 464 Identifying File No. 265881

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dr. Joseph Bee

Address 4330 Mountain Road Pasadena, Md. 21122

RECORD FEE 11.00  
POSTAGE .50

2. SECURED PARTY

Name Healthco

Address 6308 Blair Hill Lane  
Baltimore, Md. 21209

#30089 0777 R01 114:55  
FEB 6 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

TB

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 Airtech Auto Developer

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Mailed to Secured Party

Joseph Bee  
(Signature of Debtor)

Joseph Bee  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Charles H. Bedford  
(Signature of Secured Party)  
Charles H. Bedford

\_\_\_\_\_  
Type or Print Above Signature on Above Line

1/50

BOOK 507 PAGE 465

205832

Buyer's (Debtor's) Name (Last name first) <b>Seabolt, Eugene L.</b>	Purchaser's Mailing Address <b>3283 Green Ash Rd., Davidsonville, MD</b>	Zip Code <b>21035</b>
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address <b>21035</b>	Zip Code
Seller's Name <b>Annapolis 4A Rentals &amp; Sales</b>	Seller's Address <b>1917 Lincoln Dr., Annapolis, MD 21401</b>	Zip Code

BUYER'S SOC SEC NO. (First Signer) 215-38-4709

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
1	N	JD	216	Lawn * Garden Tractor	M00216T360696
1	N	J.D.	46"	Mower Deck	
1	N	JD	43	Front Blade	

RECORD FEE 11.00  
POSTAGE .50  
TOTAL \$21.50  
FEB 6 87  
TB

### FINANCING STATEMENT FOR FILING

This statement is not to be recorded among the Land Records.

CHECK X ITEMS WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

Transaction ~~is~~ (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred \$ \_\_\_\_\_

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**

Mail to: **John Deere Company**  
**P.O. Box 565**  
**Syracuse, N.Y. 13201**

NOTE - Type name under each signature and if company, type name of company and name and title of authorized signer.

Debtor resides in Anne Arundel, MD (County) 6 (State)

Note dated and signed 12/13/86 (Date)

Debtor's Telephone No. 798-4476

Eugene L. Seabolt (Debtor's Signature)  
Eugene L. Seabolt (Debtor's Name)

Patricia Fitzgerald, Secy (Seller's (Secured Party) Signature)  
Patricia Fitzgerald, Secy (Seller's Name)

(Do not write below this line)

Mailed to Secured Party

12.50

MARYLAND FINANCING STATEMENT

265863

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE John Wesley Wright T/A Washington Post Distributor  
971 Juliet Lane (Name or Names) Arnold, Maryland 21012  
(Address)

LESSEE (Name or Names)  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Northfield Savings & Loan Assoc.  
(Name or Names)  
1844 E. Joppa Rd. Baltimore, Maryland 21234  
(Address)

4. This financing Statement covers the following types (or items) of property:

One - Kaypro 2 Floppy Disk Drive Computer System w/768K RAM, Color/Monochrome Graphics Board, Monochrome Monitor Panasonic 1080i Printer & Printer Cable S/N's 379440, 640112395, 01JKAKR13665

RECORD FEE 12.00  
POSTAGE 50  
BALTIMORE CITY MD 21234  
FEB 6 87

80

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE John Wesley Wright T/A  
Washington Post Distributor  
By: *John Wesley Wright*  
John Wesley Wright (Title)  
(Type or print name of person signing)  
By: \_\_\_\_\_  
(Title)  
(Type or print name of person signing)

LESSOR  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
By: *Brian G. Connelly* Manager  
Brian G. Connelly (Title)  
(Type or print name of person signing)  
Return to: CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234  
Mail to \_\_\_\_\_

12.50

9

11501

MARYLAND FINANCING STATEMENT

265831

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Service Hardware & Distribution Co., Inc.  
(Name or Names)  
7050 Green Avenue, Bldg. 3, Essex, Maryland 20704  
(Address)

LESSEE  
(Name or Names)  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Baltimore Federal Financial, F.S.A.  
(Name or Names)  
P. O. Box 116 Baltimore, Maryland 21234  
(Address)

4. This financing Statement covers the following types (or items) of property:  
2 - Hyster Model 240X Forklifts, I.P. Gas Powered Powershift, 201.5" 3 Stage Upright, 42" Fork, 53" Side Shifter, 3 Way Valve & Hose Group

RECORD FEE 11.00  
POSTAGE .50  
RECORDS UNIT #114453  
FEB 6 87

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE  
Service Hardware & Distribution Co., Inc.  
By: Thomas J. Healy, Jr. (Title)  
(Type or print name of person signing)  
By: \_\_\_\_\_ (Title)  
(Type or print name of person signing)

LESSOR  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
By: Brian G. Connelly (Title) Manager  
(Type or print name of person signing)  
Return to: CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

1150

Mailed to Secured Party

- Not subject to recordation tax
- Subject to recordation tax in the amount of \$ \_\_\_\_\_
- To be recorded in Land Records
- To be recorded in Chattel/-Financing Records.

265835

**FINANCING STATEMENT**

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Prati Venture, Inc.

(Name or Names - Last Name First)

2444 Solomons Island Road, Annapolis, Maryland 21401

(Address)

2. SECURED PARTY: **MADISON NATIONAL BANK**

1730 M Street, N.W.  
Washington, D.C. 20036

3. This Financing Statement covers the following types (or items) of property in which Debtor grants a security interest to the Secured Party (check the lines which apply):

**Equipment.** The Debtor's equipment of the following Description:

RECORD FEE 11.00  
 POSTAGE .50  
 265835 C77001 11-4-86  
 FEB 6 87  
 TB.

and all increases, substitutions, replacements, additions and accessions thereto, and all proceeds of the foregoing of every type.

**Inventory.** All of the Debtor's present and future inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, including supplies and materials and finished goods, and all products of and accessions to the foregoing, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds.

**Receivables.** All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sale contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of the Debtor's business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds, and returned and repossessed items of Inventory.

**Furniture, Fixtures, Equipment and Supplies.** All of the Debtor's present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used in the Debtor's business, and all increases, substitutions, replacements, additions and accessions to any of the foregoing, of every type, including cash and non-cash proceeds, and insurance proceeds.

**Other.**

4. Proceeds of collateral are covered hereunder: YES  NO

5. Products of collateral are covered hereunder: YES  NO

6. Filed with: Anne Arundel County

7. RETURN TO: **MADISON NATIONAL BANK**

Dated this 24th day of December, 19 86.

DEBTOR:  
PRATI VENTURE, INC.

By: [Signature]

(Name)

Michael H. Prati,  
President

(Title)

SECURED PARTY:

**MADISON NATIONAL BANK**

By: [Signature]

(Name)

Carl V. Bank  
Vice President

(Title)

1130

Mailed to Secured Party

BOOK 507 PAGE 469

265836

RECORD FEE 11.00  
POSTAGE .50  
#30081 0777 RD1 11436

TO  
FEB 6 87

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3  The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)  
McCRONE, INC.  
20 Ridgely Avenue  
Annapolis, MD 21401

2 Secured Party(ies) Name(s) and Address(es)  
THE EQUIPMENT LEASE  
EXCHANGE, INC.  
PO Box 14  
Medford, NJ 08055

4 For Filing Office Date, Time, No. Filing Office

5 This Financing Statement covers the following types (or items) of property  
The equipment listed in Schedule A attached hereto and made a part hereof which is owned by Secured Party and subject to Lease #860427 between Debtor and Secured Party and all cash and non-cash proceeds thereof.

6 Assignee(s) of Secured Party and Address(es)  
CONTINENTAL BANK  
1535 Locust St.  
Third Floor  
Philadelphia, PA 19102

7  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8)

Products of the Collateral are also covered

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

"NOT SUBJECT TO RECORDATION TAX"

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

McCRONE, INC. (Lessee)

THE EQUIPMENT LEASE EXCHANGE, INC. (Lessor)

By *[Signature]* Signature(s) of Debtor(s)

By *[Signature]* Signature(s) of Secured Party(ies)

(Required only if Item 10 is checked)

(1) FILING OFFICER COPY - NUMERICAL  
(3/83)

STANDARD FORM - FORM 1001 - Approved by Secretary of Commonwealth of Pennsylvania

150

Mailed to Secured Party

BOOK 507 10470

Schedule Pg. #1 of 2  
All rents other sums due and to become due under the Lease of the following equipment dated December 1986 between The Equipment Lease Exchange, Inc. as Lessor and McCrone, Inc.

as Lessee, together with the following electronic data processing equipment and computer software covered by said Lease and proceeds of insurance policies covering such equipment; which equipment does not constitute fixtures:

Location of Equipment: 60 Ridgely Avenue, Annapolis, Maryland 21401

<u>MODEL/ FEATURE</u>	<u>ITEM OF EQUIPMENT</u>	<u>SERIAL NUMBER</u>	
Manufacturers: A-Copy America, Hewlett Packard, and ConAm Corporation			
1	6085	Ricoh Copier System	7160808058
1	DF31	Ricoh Document Feeder	318560811812
1	CSD030	Ricoh Sorter	8660710472
3	3060	Ricoh Copiers	7660615070 7660615062 7660615093
3	3000	Ricoh consoles	
1	12792C	8 Channel Multiplexer	2324A01498
1	17623A	Graphics Tablet	2245W32916
3	2622A	HP Block Mode Terminal	2317W44787 2317W44801

Mailed to Secured Party  
Secured Party



FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ 0

If this statement is to be recorded in land records check here.

This financing statement Dated December 18, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jeffrey S. Moore  
Address 1909 Norwich Road; Glen Burnie, MD 21061

RECORD FEE 11.00  
POSTAGE .50  
RECORDS DIV 301 714-430

2. SECURED PARTY

Name Snap-on Tools Corporation  
Address 7267 Park Circle  
Manover, MD 21076

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
All inventory of debtor acquired by initial, weekly, or special consignment, including but not limited to all new, used and demonstrator Snap-on and other brand name mechanic tools, boxes, front-end alignment, and electrical test equipment, whether now in possession of debtor or hereafter acquired by subsequent consignment, purchase, replacement, substitution, additions and accession, and including all of debtors accounts receivables, contract rights, instruments, general intangible and account rights, now owned or hereafter acquired, and including any proceeds from any of the aforementioned assets.

CHECK THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Mailed to Secured Party

Jeffrey S. Moore  
(Signature of Debtor)

Jeffrey S. Moore  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

F. X. Steffens  
(Signature of Secured Party)

F. X. Steffens  
Type or Print Above Name on Above Line

FEB 5 87  
15

205830

FINANCING STATEMENT

INSTRUCTIONS

- 1. PLEASE TYPE this form
- 2. TYPE names of all parties under signatures
- 3. If the space provided for any item(s) is inadequate, continue on additional 8 1/2 x 11 sheets.

THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the UNIFORM COMMERCIAL CODE.

- 1. MATURITY DATE (if any):
- 2. DEBTOR(s) (Last Name First)

SAADA, ERIC  
 5225 Parks Hill Road  
 Apt 1524 N  
 Bethesda, Maryland 20814

FOR FILING OFFICER (Date, Time, Number and Filing Office)

DOCUMENTARY STAMPS: YES/NO  
CONSIDERATION

- 3. SECURED PARTY(ies) and Address(es)

Cecile Klein  
 c/o Kaplan, Kaplan & Steelman  
 11 East Mount Royal Avenue  
 Baltimore, Maryland 21202-2790  
 (301) 752-2090

- 4. This FINANCING STATEMENT covers the following types (or Items) of property:

- A. 592 shares of capital stock of Promenade Towers Mutual Housing Corporation, represented by Stock Certificate 973A-secondary to Chase Home Mortgage Corporation.
- B. Occupancy Agreement between Debtor and Promenade Towers - secondary to Chase Home Mortgage Corporation.
- C. The following motor vehicles:
  - (i) 1959 Jaguar Md. Title No. 12385489, ID 58358X23DN
  - (ii) 1980 Lincoln Md. Title No. 12064923, ID 0490G649394
- D. Boat: 1987 Carver 36 foot, Hull No. CDRT0006G687-secondary to Equitable Bank.

RECORD FEE 11.10  
 POSTAGE .40  
 SECURITY CITY MD 114.32  
 FEB 6 87

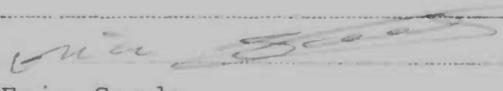
CHECK  IF COVERED

Additional Sheets

Filed With:

PROCEEDS of Collateral are also covered

PRODUCTS of Collateral are also covered

X   
 Eric Saada  
 Signature(s) of DEBTOR(s)

Signature(s) of SECURED PARTY(ies)

DEBTOR Copy

SECURED PARTY Copy

FILING OFFICER Copy—Alphabetical

FILING OFFICER Copy—Acknowledgement

Mailed to Secured Party

STATE OF MARYLAND

BOOK 507 PAGE 474 386  
Identifying File No. 265830

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Baltimore Aircoil Company, Inc.  
Address 7595 Montevideo Road, Jessup, Maryland 20794

RECORD FEE 17.00  
POSTAGE .50  
#80876 0777 R01 114:26

2. SECURED PARTY

Name Systems Leasing Corporation  
Address 8260 Greensboro Drive, Suite 225, McLean, Virginia 22102

FEB 6 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Attachment A annexed hereto and made a part hereof, together with all additions and accessions thereto, replacements thereof, and substitutions therefor.

Name and address of Assignee

This filing is not intended to create or perfect a security interest and is made only to provide notice of a lease arrangement.

86-4025  
#1

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

BALTIMORE AIRCOIL COMPANY, INC.

(Signature of Debtor)

H. R. Murray, Controller/Assistant Secretary

Type of Print Above Name on Above Line

*H. R. Murray* 9/4/86  
(Signature of Debtor)

Type or Print Above Signature on Above Line

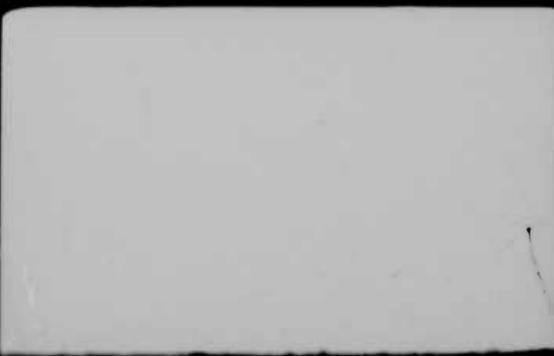
SYSTEMS LEASING CORPORATION

(Signature of Secured Party)

*Michael W. ...*

Type or Print Above Signature on Above Line

1750



ATTACHMENT A

SECURED PARTY

DEBTOR

Systems Leasing Corporation  
 8260 Greensboro Drive, Suite 225  
 McLean, Virginia 22102

Baltimore Aircoil Company, Inc.  
 7595 Montevideo Road  
 Jessup, Maryland 20794.

Quantity    Description

The following equipment is located at 7595 Montevideo Rd., Jessup, Maryland 20794:

1	Codex 23160 8/16 Line Upgrade
1	Codex 23808 Dual and Triple Floppy
1	DCA 375-102 Master Network Processor
2	DCA 3PM-003 Processing Module
14	DCA ASTRA-AS2 Dual Port Serializer Module
1	DCA S35-ADV Advanced Features Software Package
1	DCA S35-ND4P Network Design System on a PC
1	DCA NMS-PC11
30	ASK HP2392A Terminals
3	ASK HP2394A D/E Terminals, K-29 Keyboards
1	ASK HP30444B Series 68 to Series 70 Upgrade
7	ASK 2563A 300 LPM Printer
	008 Bar Codes
	049 RS-232 Inter.
	110 Sound Abatement
	112 Printer Stand
1	IBM 4341 L01 Computer, S/N 12697 with Features 1480
	9570
	1870 Block Multiplex Channel
	1890 Channel Control Unit Positions
	9164
	9510
	1550
	9703
1	IBM 3203 Model 5 Printer, S/N 20569
1	IBM 3705 Model E6 Communications Controller, S/N 15785 with Features 1301 Attach Base Type 1
	1302 Attach Base Type 2
	1541 Channel Adapt. Type 1
	1642 Comm Scanner Type 2
	4650 Bus. Machine Clock
	4701 Line Inter Base Type 1
	4714 Line Set Type 1D
1	IBM 404 MB Disk Drive HP Model 7933H with Cabling, S/N 2440A16096

ORIGINAL

ATTACHMENT A (Cont.)

507 PAGE 476

SECURED PARTY

Systems Leasing Corporation  
8260 Greensboro Drive, Suite 225  
McLean, Virginia 22102

DEBTOR

Baltimore Aircoil Company, Inc.  
7595 Montevideo Road  
Jessup, Maryland 20794.

Quantity    Description

The following equipment is located at 7595 Montevideo Rd., Jessup, Maryland 20794:

1	*	ROLM MCBX Telephone System to include:		
		Single Line Extensions	<u>Equipped</u>	<u>Wired</u>
		ETS Extensions	304	325
		Direct Trunks	50	75
		Direct Inward Dial Trunks	48	84
		Consoles	24	32
		Direct Bypass Trunks	2	2
			16	16

Station Equipment

252 Single Line Telephones  
40 ETS-100 Telephones  
2 Consoles

Other Equipment/Accessories

1 Floor Rack for Key Service Units  
6 584C Panels  
75 Line Cards  
2 Power Supply  
3 Interrupters  
2 Attendant Console Headset  
2 Auto Load Diskettes  
2 Configuration/Deconfiguration Diskettes  
1 CBX Diagnostic Diskette  
2 Confidencers  
4 Amplifier Handsets  
1 Weatherproof P[hone  
1 Elevator Phone  
2 Message Recorders  
5 Night Chimes  
32 Extra Cords  
47 Tel Tek Smart Sets (Telephones)

Software  
DTMF/Rotary Conversion, Advanced Station Features System Forwarding,  
Expanded Traffic Statistics Toll Restriction, O/I & Table Driven  
Voltage Protection, Common Control Redundancy Direct Inward Dialing,  
Error Detecting & Correcting Memory  
Remote Diagnostics (daily), Auto Floppy Pgm. Load  
Call Queuing, Onhook & Offhook, Route optimization, Release 6/7  
w/Specialized Common Carrier Support (MCI, SPC), 4 hour Battery Backup

ORIGINAL

ATTACHMENT A (Cont.)

BOOK 507 PAGE 477

SECURED PARTY

Systems Leasing Corporation  
8260 Greensboro Drive, Suite 225  
McLean, Virginia 22102

DEBTOR

Baltimore Aircoil Company, Inc.  
7595 Montevideo Road  
Jessup, Maryland 20794.

Quantity    Description

The following equipment is located at 7595 Montevideo Rd., Jessup, Maryland 20794:

5	Digital Associates B-600 Printers, S/Ns 26-C25265, 26-C25267, 26-C25268, 26-C25269, and 26-C25272
3	RLPS 2 Communications Controllers, S/Ns 302 & 312, & 319
1	Memorex 3221 Tape Controller, S/N 30101
4	Memorex 3226 Tape Drives, S/Ns 50635, 50548, 50546, & 50640
1	Memorex 3224 Power Distribution Unit, S/N 70176
1	Memorex 3676 Dual Director Stg. Control Unit, S/N 25403
1	Memorex 3655 Disk Controller, S/N 45889
1	Memorex 3652 Disk Drive, S/N 51186
1	Memorex 3654 Disk Drive, S/N 47792
1	HP3000/68 Computer & Console S/N 2412A00777
3	HP7933H Disc Drives S/Ns 2326A09272, 2326A09273 & 2326A09274
1	HP7976A Tape Drive S/N 2342A01724
20	Direct/825 CRT S/Ns DD0117, DK0126, DK0128, DK0130, DK0133, DK0135, DK0155, DK0159, DK0199, DK0201, DK0202, DK0217, DK0221, DK0222, DK0224, DK0225, DK0226, DL0151, DM0491, DM0496
1	HP7470A Plotter S/N 2308A64320

Mailed to Secured Party

ORIGINAL

STATEMENT OF CONTINUATION, TERMINATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

This statement refers to original financing statement, identifying FILE NO. 254139

RECORDED IN LIBER 478 FOLIO 364 ON 10/8/84 (DATE)

1. Debtor's name and address:

SEE ATTACHED

2. Secured party's name and address:

First Virginia Bank  
First Virginia Commercial Corporation  
6400 Arlington Blvd., Falls Church, VA 22046

3. Person and address to whom statement is to be returned if different from above:

4. Maturity date of obligation, if any:

5. Statement of:

- Continuation. The original financing statement between the foregoing Debtor and Secured Party, referred to above, is still effective.
- Terminations. The secured party certifies that he no longer claims a security interest under the financing statement referred to above.
- Partial Release. From the collateral described in the financing statement referred to above, the Secured Party releases the following: (list below)
- Assignment. The Secured Party certifies that he has assigned to the Assignee (whose name and address is shown below), his rights under the financing statement referred to above in the following property:
- Other:

RECORD FEE 10.00  
REC'D FEB 6 1987

First Virginia Bank

By [Signature]

A. Charles Benedetto  
Vice President

First Virginia  
Commercial Corporation (Bank)

Dated 12/18/86

By [Signature]

A. Charles Benedetto, President

TYPE NAME AND TITLE

All Information Must Be Typewritten or Printed in Ink

1050

Debtor's name and address:

- ✓ Eastern Waste Industries, Inc.  
1851 McGuckian Street  
Annapolis, Anne Arundel Co., MD 21401-0606
- ✓ Eastern Disposal, Inc.  
1851 McGuckian Street  
Annapolis, Anne Arundel Co., MD 21401-0606
- ✓ Refuse Removers, Inc.  
308 Chinguapin Round Road  
Annapolis, Anne Arundel Co., MD 21404
- ✓ Diversified Refuse Service  
10092 Washington Avenue  
Laurel, Howard County, MD 20708
- ✓ G. L. Cabbage Inc.  
100 Liberty St.  
Westminster, Carroll Co., MD 21157
- ✓ G. L. Cabbage Refuse Service  
100 Liberty St.  
Westminster, Carroll Co., MD 21157
- ✓ Wright Waste Removal Company  
100 Liberty St.  
Westminster, Carroll Co., MD 21157
- ✓ Miller's Refuse Service  
100 Liberty St.  
Westminster, Carroll Co., MD 21157
- ✓ Schroyers-Ferderick Disposal Service  
5635 Buckeystown Pike  
Frederick, Frederick Co., MD 21701

Mailed to Secured Party

AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 207-128 Rev. 2-84

BOOK 507 PAGE 480

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 252987 recorded in  
Liber 252, Folio 987/988 on July 31, 1984 at Anne Arundel County  
Date Location

1. DEBTOR(S):

Name(s) Refuse Removers Inc  
Address(es) 308 Chinquapin Round Road Annapolis, Maryland 21404

2. SECURED PARTY:

Name Circle Business Credit  
Address P.O. Box 24123 Louisville Kentucky 40224

Person and Address to whom Statement is to be returned if different from above.

Maureen Konschnik Maryland National Bank P.O. Box 871 Annapolis MD  
21404

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.
4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Delete the lien on accounts receivable

9. SIGNATURES.

Refuse Removers Inc.  
*David [Signature]*  
\_\_\_\_\_  
\_\_\_\_\_

SECURED PARTY

Circle Business Credit  
By *Thomas Linton*  
THOMAS LINTON  
Division Credit Manager  
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 8 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

1650  
Mailed to Secured Party  
RECORDED FEB 14 1987  
FEB 6 87

AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 207-128 Rev. 2-84

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. 251280 recorded in  
Liber 471, Folio 456 on 3/16/84 at Anne Arundel County  
Date Location

1. DEBTOR(S):

Name(s) Refuse Removers Inc.  
Address(es) 308 Chinquapin Round Road, P. O. Box 167, Annapolis, Md. 21404

2. SECURED PARTY:

Name Maryland National Bank  
Address 1713 West Street  
Annapolis, Maryland 21401

Person and Address to whom Statement is to be returned if different from above.

Maureen Konschnik, Maryland National Bank, P. O. Box 871, Annapolis, Md. 21404

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORD FEE 10.00  
M33368 000 001 114-17  
FEB 6 87

9. SIGNATURES.

David Noel  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEBTOR(S)

(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

SECURED PARTY

Maryland National Bank  
By Maureen T. Konschnik  
Maureen T. Konschnik, Assistant Vice President  
(Type, Name and Title)

1000

Mailed to Secured Party

AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 207-126 Rev. 2-84

BOOK 507 PAGE 482

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 252988 recorded in

Liber 251, Folio 801/802, April 27, 1984, at Anne Arundel County  
Date Location

1. DEBTOR(S):

Name(s) Refuse Removers Inc.

Address(es) 308 Chinquapin Round Road Annapolis MD 21404

2. SECURED PARTY:

Name Circle Business Credit

Address P.O. Box 24123 Louisville Kentucky 40224

Person and Address to whom Statement is to be returned if different from above.

Maureen Konechnik Maryland National Bank P.O. Box 871 Annapolis MD  
21404

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.
4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
8. Delete the lien on accounts receivable

RECORD FEE 10.00  
RECORDED 11:14 AM  
FEB 6 1984



9. SIGNATURES.

David Albee

SECURED PARTY

Circle Business Credit

By

Thomas Linton

THOMAS LINTON  
Division Credit Manager

(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 8 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

1050

Mailed to Secured Party

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):  
ERIC HORNE  
Name or Names—Print or Type  
4135 9 MOUNTAIN ROAD PASADENA CA 91102  
Address—Street No., City - County State Zip Code

Name or Names—Print or Type  
Address—Street No., City - County State Zip Code

2. Secured Party:  
IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION  
Name or Names—Print or Type  
7711 QUANTENFIELD RD GLEN BUNNIE CA 91201  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

*PER LIST ATTACHED*

RECORD FEE 12.00  
POSTAGE .50

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

400865 0777 R01 114-16

6. Proceeds of collateral  are  are not covered.

FEB 6 1987

7. Products of collateral  are  are not covered.

TB

DEBTOR(S):

SECURED PARTY:

*Eric Horne*  
(Signature of Debtor)

ERIC HORNE  
Type or Print

IRVINGTON FEDERAL SAVINGS & LOAN ASSOC  
(Company, if applicable)

*Eric Horne, PRES*  
(Signature of Debtor)

*William J Ottey*  
(Signature of Secured Party)

HORNE CHIROPRACTIC CENTER P.A.  
Type or Print

WILLIAM J. OTTEY EXEC U.P.  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address IRVINGTON FEDERAL SAVINGS & LOAN

Lucas Bros. Form F-1 7711 QUANTENFIELD RD  
GLEN BUNNIE, CA 91201

*Handwritten initials/signature*

HORNE CHIROPRACTIC CENTER, P.A.

BOOK 507 PAGE 481

LAKE SHORE PLAZA  
4135A MOUNTAIN ROAD  
PASADENA, MD 21122  
(301) 437-2600

EQUIPMENT

*\$25,000.00	(1) BENNETT X-RAY SYSTEM AND DARK ROOM
4,800.00	(1) ZENITH COX FLEXION DISTRACTION TABLE #0090-GE-57440
3,900.00	(1) LLOYD'S HI-LO ADJUSTING TABLE #14159
2,400.00	(1) HI-STIM HIGH VOLTAGE GALVANIC STIMULATOR #SP10096
5,006.25	( ) OFFICE FURNITURE (VERTECH)
*1,194.00	(6) OFFICE CHAIRS @ \$199.00 EA. (VERTECH)
1,200.00	(1) METTLER SONICATOR #706 ULTRASOUND #86S14479
1,195.00	(1) CANNON COPIER PC25 #CBL28818
1,295.00	(1) XEROX MEMORYWRITER TYPEWRITER 6015 #02C073460
49.95	(1) CASIO ADDING MACHINE #FR-110S
600.00	(3) STAINLESS STEEL CARTS
225.00	(1) DETECTO PHYSICIAN'S SCALE #8526-MO10-01
625.00	(1) EXAMINATION TABLE
195.00	(1) EXAMINATION STOOL
*400.00	(1) REFRIDGERATOR
*450.00	(1) HYDROCOLLATOR UNIT #E2
110.00	(1) HOOVER VACUUM CLEANER #80
*500.00	(1) CAROSEL PROJECTOR AND SLIDES-PATIENT EDUCATION
*400.00	(1) STERO WITH ROOM SPEAKERS
*300.00	(1) DICTAPHONE
*4,200.00	(1) ZENITH HI-LO ADJUSTING TABLE #210
954.80	( ) MISC.
<u>\$55,000.00</u>	TOTAL

\*=TO BE PURCHASED

DEBITOR

SECURED PARTY

Eric Horne  
ERIC HORNE

William J. Staley  
WILLIAM J. STALEY, EXEC. V.P.  
IRVINGTON FEDERAL SAVINGS AND LOAN  
ASSOCIATION

Eric Horne, Pres.  
ERIC HORNE, PRES  
HORNE CHIROPRACTIC CENTER P.A.

Mailed to Secured Party  
Secured Party

205833

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 12-19-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

RECORD FEE 11.00  
POSTAGE .30  
#30865 677 MD 11-16

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

TB  
FEB 5 87

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated November 24, 1986, Schedule # 01, dated 12-15-86 between Assignor as Lessor and LEASE ACCOUNT # BS5011 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated December 19, 1986 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III  
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

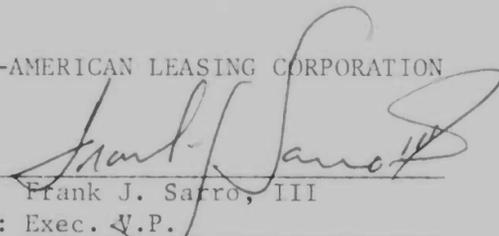
11/30

BS/GLITTER

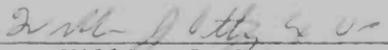
EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
12	#330 Manicure Tables
1	Luxo Magnifying Lamp
2	#8231 Make-up Stool
5	#8201 Reception Chairs
14	#8201 Chairs
18	Stools w/back
3	#108 Roledex Carts
1	Marmark Sterilizer
3	Wax Tables
5	Pedicats
3	Hydraulic Make-up Chairs
1	Wolff System Sunall Sun Bed w/24 lamps
1	3 Station Cascade 42" Make-up Bar
6	36" Round Mirrors w/bevel
3	Sink Vanities and marble type bowl
3	Magnifying Lamp on rollabout stand
2	Pibbs Steamer on stand
1	"L" Shaped Reception Desk
3	Breakfront Retail Display
1	"U" Shaped Make-up Bar
1	4' Glass Showcase at end of make-up bar
1	Wolff Facial Tanning Unit
1	48" Cascade Retail Display #953 Ice White

TRANS-AMERICAN LEASING CORPORATION

BY:   
Frank J. Sarro, III

TITLE: Exec. V.P.

IRVINGTON FEDERAL SAVINGS AND LOAN  
ASSOCIATIONBY:   
William J. Ottey

TITLE: Exec. V.P.

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 10-22-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

RECORD FEE 11.00  
POSTAGE .50  
130864 ETTI 001 114:1.5

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated November 1, 1986, Schedule # N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BB3040 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated October 22, 1986 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

*Frank J. Sarro, III.*  
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

*William J. Ottey*  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

11/50

2001 CUTS, INC.  
SCHEDULE 01

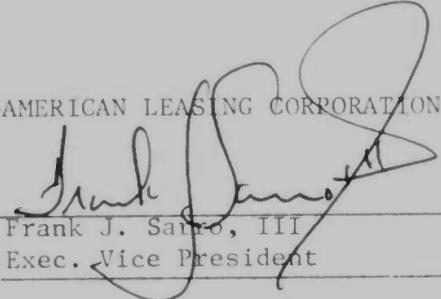
EQUIPMENT LIST

BOOK 507 PAGE 488

<u>QUANTITY</u>	<u>DESCRIPTION</u>
5	Custom Vega Stations
10	Jumbo Jet Styling Chairs
3	Hyd. Tinting Chairs
6	Jumbo Jet Dryer Chairs
6	Helene Curtis Cool Temp Dryers
1	Casacade Reception Desk
1	Two Foot Display Case for Desk
2	Manicure Tables #324
1	Ergo Make Up Chair
4	Ergo Low Stools
2	Chrome Client Chairs
1	Make Up Station w/Drawers
2	Make Up Mirrors
4	Shampoo Bulkheads
4	Shampoo Bowls #8100-622-403
4	Shampoo Chairs #978
3	4ft. Tinting Station
1	Facial & Waxing Table
1	Metro 5 ft. Chrome Retail Display
1	Standard Hand Sink
1	Facial Room Make Up Base
2	C9008 Air Purifier
2	CD1864-444 Climizon
1	4 ft. Chrome Metro Rack w/5 Shelves
1	Reception Bench w/Storage
1	Muster Utility Sink & Cabinet

TRANS-AMERICAN LEASING CORPORATION

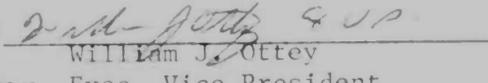
BY:

  
Frank J. Saino, III

TITLE: Exec. Vice President

IRVINGTON FEDERAL SAVINGS AND LOAN  
ASSOCIATION

BY:

  
William J. Ottey

TITLE: Exec. Vice President

Mailed to Secured Party

BB/2001

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 507 PAGE 489

Identifying File No. 265835

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Business Labor Svcs. Inc.  
Address P.O.Box 502 Odenton, MD. 21113

2. SECURED PARTY

Name master Lease Corp.  
Address One Presidential Blvd.  
Bala Cynwyd, Pa. 19004

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list) \_\_\_\_\_

RECORDED FEE 11.00  
POSTAGE .50  
200000 UCC 801 719412  
FEB 6 87

1 PC as more fully defined in Lease 21860236 (9x000236) dated 12-16-86  
This is for a Lease and is filed for informational purposes only.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

11/5

(Signature of Debtor)

Business Labor Svcs. Inc.

Type or Print Above Name on Above Line

Mailed to Secured Party

(Signature of Debtor)

John Davis  
John Davis, President

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Master Lease Corp.

Type or Print Above Signature on Above Line

BY  
JOHN DAVIS, PRESIDENT ATTORNEY IN FACT



BOOK 507 PAGE 490

205836

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code | 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
Jane E. Daniel, M.D.  
Paul B. Berez, M.D.  
1655 Crofton Lane, #101  
Crofton, MD 21114

2. Secured Party(ies) and address(es)  
Affiliated Capital Corp.  
707 Skokie Boulevard  
Northbrook, IL 60062

For Filing Officer (Date, Time, Number, and Filing Office)  
RECORD FEE 18.00  
POSTAGE .50  
20059 CTTI 201 114:11  
FEB 6 87  
TB

4. This financing statement covers the following types (or items) of property: S61716A61382A

See attached Schedule "A"  
for all medical and exam room  
equipment supplied by T.J. Stratton  
Co., Inc.

5. Assignee(s) of Secured Party and Address(es)  
Deerfield Federal  
Savings & Loan  
745 Deerfield Road  
Deerfield, IL 60015

NOT SUBJECT TO RECORDATION TAX

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented

Filed with Clerk of Circuit Court, Anne Arundel County, P.O. Box 71, Annapolis, MD 21404

See attached lease page for  
debtor's original signature.  
Signature(s) of Debtor(s)

Affiliated Capital Corp.  
*[Signature]*  
Signature(s) of Secured Party(ies)

File Filing Office Copy - Alphabetical

STANDARD FORM - FORM UCC-1.  
18-30

# Affiliated Capital



## LESSOR

Affiliated Capital Corp. 507 FACE 491  
 707 Skokie Boulevard  
 Northbrook, IL 60062  
 1-800-323-5007  
 (312) 564-5180

## LEASE Office Use Only

No. S61716A61382A

Refer to Above No. On All Correspondence

### NAME AND ADDRESS OF LESSEE:

Jane E. Daniel, M.D.  
 Paul B. Berez, M.D.  
 1655 Crofton Lane #101  
 Crofton, Md. 21114

### NAME AND ADDRESS OF SUPPLIER:

T. J. Stratton Co., Inc.  
 11589 Edmonston Road  
 Beltsville, Md. 20705

Contact: Marty Phone # 301/721-7900 Salesperson: Teresa Prontice Phone # 301/577-0565

Quantity Description of Leased Equipment (include model and serial numbers) Price

SEE ATTACHED SCHEDULE "A"

Sales Tax	178.10
Other	N/A
<b>TOTAL \$</b>	<b>3,740.72</b>

SCHEDULE OF RENT PAYMENTS DURING INITIAL TERM OF LEASE				SCHEDULE OF RENEWAL TERMS
Effective Date of Lease	First Rent Payment Due	Terms of Lease	Amount of each Rent Payment	
12-30-86	12-30-86	36	139.90	\$139.90 Payable Annually In Advance
Office Use Only				
No. of Months				

### Special Terms and Conditions:

### TERMS AND CONDITIONS OF LEASE

1. **LEASE.** LESSOR hereby leases to the above named lessee, hereinafter called "LESSEE", and LESSEE hereby leases and hires from LESSOR, the equipment, machinery and appliances described above, together with all replacement parts, additions and accessories now or hereinafter incorporated herein and or affixed thereto, all of which being hereinafter called the "Equipment", upon the terms and conditions herein set forth.

2. **DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER REGARDING THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, THE MERCHANTABILITY OF THE EQUIPMENT, OR THE FITNESS OF THE EQUIPMENT FOR A PARTICULAR PURPOSE.

3. **TERM.** The term of this Lease shall commence upon the date the Equipment shall be delivered to the LESSEE and shall terminate upon the expiration of the number of units of time set forth above.

4. **RENT.** LESSEE shall pay LESSOR as rent, the payments specified for the calendar period indicated in advance at the office of LESSOR shown above, or as otherwise directed by LESSOR in writing. The first such rent payment shall be made on the commencement of the term of this Lease as provided in paragraph 3 hereof. Subsequent rent payments shall be due on the same day of subsequent calendar periods as the day on which the term of this Lease commences, unless said day is the last day of a calendar month in which all payments shall be made on the last day of the subsequent calendar months.

5. **NO ORAL AGREEMENTS/SUPPLIER NOT AN AGENT.** LESSEE understands and agrees that neither supplier, nor any salesman or other agent of supplier is an agent of LESSOR. No oral agreement, guarantee, promise, confidence, representation or warranty shall be binding. No agent, supplier or salesman is authorized to waive in any way any term or condition of this Lease and no representation as to the equipment or any other matter shall in any way affect the LESSEE'S duty to pay all rents due and perform all obligations as set forth in this Lease.

6. **ADJUSTMENTS IN RENT AND SECURITY DEPOSIT.** The total cost shown for the Equipment is an estimate which is based on the amount of each rent payment and the security deposit. If the actual cost of the Equipment differs from said estimate, each such amount shall be adjusted proportionately. (As used herein, "actual cost" means the cost to LESSOR of purchasing and delivering the Equipment to LESSEE, including taxes, transportation charges and other charges.) LESSEE hereby authorizes LESSOR to so adjust said amounts on the face thereof when the actual cost of the Equipment is known. Furthermore, LESSOR may also adjust the amount of each rent payment by adding thereto any sales tax or other tax that may be imposed on or measured by rent payments. The amounts payable hereunder to LESSOR shall in all cases reflect any such adjustments. However, if the actual cost of the Equipment differs from said estimated cost by more than ten percent (10%) of said estimated cost, either party hereto may terminate this Lease by giving written notice thereof to the other party hereto within fifteen (15) days after receiving notice of the actual cost and the adjusted amounts.

7. **TAXES.** LESSEE shall pay any and all taxes, assessments, license fees, registration fees and similar charges on or relating to the Equipment, including, without limitation, any and all sales taxes, use taxes, excise taxes, personal property taxes, assessments and other government fees and charges on or relating to the Equipment, including all such taxes, assessments, fees and charges upon LESSOR by reason of the ownership of the Equipment and all such taxes, assessments, fees and charges on the use, rental, shipment, transportation, delivery or operation of the Equipment, whether payable by LESSOR or LESSEE, excepting however, federal, state or local income taxes.

8. **INTEREST AND REIMBURSEMENT FOR ADVANCES.** Here is at the expense of this Lease, should LESSEE fail to pay any part of the rent hereunder or any other sum required by LESSEE, to be paid to LESSOR, after the due date thereof, LESSEE shall pay to LESSOR interest on such delinquent payment from the due date until paid at the rate of five per cent (5%) per month or at the highest rate permitted under applicable law, whichever shall be less. Any advances made by LESSOR to LESSEE and any charges for which LESSOR is liable hereunder or any losses or reimbursements on the Equipment shall be deemed to be additional rent payable hereunder, and shall be payable by LESSEE to LESSOR immediately.

9. **REMEDIES OF LESSOR UPON LESSEE'S DEFAULT.** In the event that LESSEE fails to pay any rent or other amount herein provided within five (5) days after the same is due and payable, or in the event LESSEE fails to comply with, observe, keep or perform any other provision or condition of this Lease required to be complied with, observed, kept or performed by LESSEE, or in the event LESSEE ceases doing business as a going concern, or in the event any proceeding is filed by or against LESSEE under the Bankruptcy Act, as amended, or any law providing for relief of debtors, including, without limitation, reorganization, arrangement, insolvency or liquidation proceedings, or in the event a receiver is appointed for LESSEE with authority to take possession or control of the Equipment or any portion thereof, or in the event LESSEE becomes or is adjudged insolvent or makes an assignment for the benefit of creditors, or in the event LESSEE offers a composition or extension of any of its indebtedness, or in the event of attachment or execution is levied on the Equipment or any portion thereof and is not released or satisfied within five (5) days thereafter, or in the event LESSEE attempts to remove or sell or transfer or encumber or sublet or part with the possession of the Equipment, or if LESSOR deems itself insecure, then, in each and any such event, LESSOR or its agents shall have the right to exercise any one or more of the following remedies: (A) to proceed by appropriate court action or actions either at law or in equity, to enforce performance by LESSEE of the applicable covenants and terms of this Lease or to recover damages for the breach thereof; (B) to declare the entire amount of rent hereunder immediately due and payable without notice or demand to LESSEE; (C) to sue for and recover from the LESSEE an amount equal to the unpaid balance of the rent and any other payments due and to become due during the term of this Lease or with respect or in any way related to the Equipment; (D) to terminate this Lease and/or LESSEE'S right of possession.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE. IN WITNESS WHEREOF, AND INTENDING, TO BE BOUND HEREBY, LESSEE HAS CAUSED THIS LEASE TO BE SIGNED BY A DULY AUTHORIZED PERSON.

Date 12/30/86

Linda M. Schovane, AVP  
 Affiliated Capital Corp. (Authorized Officer)

Office Use Only

Date December 19, 1986

Paul Berez, M.D. / Jane E. Daniel, M.D.  
 Name of Lessee  
Paul Berez  
 Signature Title

**THIS IS A NON-CANCELLABLE LEASE**  
**ORIGINAL SIGNATURE REQUIRED ON ALL PAGES**

LEASE ORIGINAL 1

hereunder as to any one or more of the units of Equipment, whereupon all right, title and interest of LESSEE in or in the use of such units shall terminate, and LESSOR may, directly or by its agent, enter upon the premises of LESSEE in or on the premises where any of the Equipment may be located and take possession of any thereof (LESSEE hereby indemnifies and holds LESSOR harmless from liability for any damages occasioned by such taking of possession) or, may, at LESSOR's election, require LESSEE at LESSEE's expense to deliver any or all of the Equipment to B.P. to a location chosen at such location created and parked on broad street, or, in the event of any such termination with respect to any unit or units of the Equipment, LESSOR shall have the right, but shall not be obligated, to sell such unit or units at public or private sale as LESSOR may determine or otherwise dispose of, hold, use, operate, lease to others or keep idle such unit or units, as LESSOR in its sole discretion may determine, all free and clear of any rights of LESSEE, and without any duty to account to LESSEE with respect to such action or inaction or for any other proceeds with respect thereto, except to the extent provided in paragraph F in G below. (F) in the event of any such termination with respect to any unit or units of the Equipment and whether or not LESSOR shall have exercised or shall thereafter at any time exercise any of its rights under paragraph F above, (a) LESSOR shall be entitled to retain all rents and additional sums theretofore paid by LESSEE or received by LESSOR, including any such rents in its possession which, had this Lease not been declared in default, would otherwise be payable to LESSOR hereunder, (ii) LESSOR may recover from LESSEE all rents and additional sums accrued and unpaid under any of the terms hereof as of the date of termination, and (iii) LESSOR may recover from LESSEE as liquidated damages, but not as a penalty, an aggregate sum, which at the time of such termination, represents the then present value of all rent and other amounts which would otherwise have accrued hereunder from the date of termination to the end of the term of this Lease, such present value to be computed in each case on the basis of a five per cent (5%) per annum discount factor from the respective dates upon which such rents would have been payable hereunder had this Lease not been terminated. (G) in the event LESSOR, pursuant to paragraph F above, shall have sold or leased any unit or units of Equipment, then in lieu of exercising its rights under paragraph F above, (i) LESSOR shall be entitled to retain all rents and additional sums theretofore paid by LESSEE or received by LESSOR, including any such rents in its possession which, had this Lease not been declared in default, would otherwise be payable to LESSOR hereunder, (ii) LESSOR may recover from LESSEE all rents and additional sums accrued and unpaid under any of the terms hereof on account of such unit or units as of the date of sale, and (iii) LESSOR may recover from LESSEE as liquidated damages, but not as a penalty, an amount equal to the excess, if any, of all rent and other amounts which would otherwise have accrued hereunder from the date of termination to the end of the term of this Lease over either (a) if sold, the proceeds of any sale, minus all expenses incurred in connection therewith and the estimated residual value of the Equipment at the end of the Lease term determined by LESSOR or (b) if leased, the present value of any rent, computed in each case on the basis of a five per cent (5%) per annum discount factor. (H) in addition to the foregoing LESSEE shall be entitled to recover from LESSEE any and all damages, which LESSOR shall sustain by reason of the occurrence of any such event of default or other breach of this Lease together with a reasonable sum for attorney's fees and such expenses as shall be expended or incurred in the securing, rehab or sale of the Equipment or in the enforcement of any right or privilege hereunder or in any consultation or action in connection therewith, (i) in the event of any termination with respect to any unit or units of the Equipment hereunder, the LESSOR shall have the right but shall not be obligated to recover from LESSEE as liquidated damages, but not as a penalty, an amount equal to one hundred and twenty percent (120%) of (i) all rents and additional sums accrued and unpaid under any of the terms hereof as of the date of termination, and (ii) all rents and other amounts which would otherwise have accrued hereunder from the date of termination to the end of the term of this Lease, and LESSEE thereupon shall become entitled to such unit or units of Equipment by quit claim conveyance, as is, where is without warranty, express or implied, with respect to any matter whatsoever. The remedies herein provided in favor of LESSOR in any event of default as hereinabove set forth shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing at law, in equity or in bankruptcy, and LESSOR may pursue or exercise all or any part of such remedies with respect to different units of Equipment.

**10. NON WAIVER.** No covenant or condition of this Lease can be waived or modified except by the written consent of LESSOR, and then such waiver or modification shall be effective only in the specific instance and for the specific purpose given. Forebearance, delay, omission or indulgence by LESSOR upon any breach or default by LESSEE or on any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by LESSEE to which the same may apply, shall not impair any right, power or remedy of LESSOR, and until complete performance by LESSEE of said covenant or condition, LESSOR shall be entitled to invoke any remedy available to LESSOR under this Lease or by law or in equity despite said forbearance or indulgence. No waiver of any single breach or default shall be deemed a waiver of any other breach or default thereafter or thereafter occurring. All remedies, either under this Lease or by law, or otherwise afforded to LESSOR, shall be cumulative and not alternative.

**11. INDEMNITY.** LESSEE shall indemnify, LESSOR against, and hold LESSOR harmless from, any and all claims, actions, suits, proceedings, fines, forfeitures, costs, expenses, damages and liabilities, including attorney's fees, arising out of, connected with, resulting from or in any way related to, the Equipment including, without limitation, the manufacture, selection, delivery, possession, use, operation, return or condition (including, without limitation, latent or other defects) and whether or not discoverable by LESSOR. The indemnities and assumptions of liability under this paragraph 11 shall continue in full force and effect notwithstanding the termination of this Lease or the termination of the term hereof, whether by expiration of time, or by operation of law or otherwise.

**12. RENT ABSOLUTE.** The obligation of LESSEE to pay any rent or other payments due hereunder is absolute and unconditional and LESSEE hereby waives any and all existing and future claims and off-sets against any such rent and other payments due hereunder.

**13. TITLE TO EQUIPMENT AS PERSONAL PROPERTY.** LESSEE shall keep the Equipment at its place of business or at the address for shipment as specified above. Without the written consent of LESSOR, LESSEE shall not permit the Equipment in any manner to become affixed to, attached to, imbedded in, or permanently rested upon, real property or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws, or otherwise. The Equipment shall always remain and shall be admitted to be personal property, regardless of the degree of its annexation to any real property, and the title thereto shall remain in LESSOR exclusively, notwithstanding that the Equipment, or any part thereof, may now be, or hereafter may become, in any manner affixed to, attached to, imbedded in, or permanently rested upon, real property or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws, or otherwise. Labels or other markings, indicating LESSOR as the owner thereof, may be affixed and maintained on the Equipment by LESSOR, and shall not be removed therefrom by LESSEE. If LESSOR supplies LESSEE with such labels or other markings, LESSEE shall affix the same onto any and all items of Equipment and shall keep the same affixed in a prominent place. LESSEE shall from time to time execute such instruments as may be necessary or advisable, and shall otherwise cooperate, so as to defend the title of LESSOR thereto, whether by filing under the Uniform Commercial Code, as adopted in the state where the Equipment is in or in fact is located, or otherwise.

**14. ACCEPTANCE.** LESSEE shall inspect the Equipment upon the receipt thereof and shall thereupon either accept in writing the Equipment or deliver written notice to LESSOR specifying any defect in or other proper objection to the Equipment. Upon such written acceptance, LESSEE agrees that it shall be conclusively presumed, as between LESSOR and LESSEE, that the LESSEE has fully inspected and acknowledged that the Equipment is in good condition and repair.

**15. PLACE OF USE AND INSPECTION.** LESSEE shall keep the Equipment at its place of business or at the address for shipment as specified above. LESSEE shall not allow any persons other than employees of LESSEE who are carefully selected to use the Equipment. Furthermore, if any unit or units of Equipment is a vehicle, LESSEE shall not permit any said unit to be used for hire or as a common carrier or to be used for trucking, transporting merchandise, or delivery purposes without the express, written consent of LESSOR, and LESSEE shall not allow any person other than legally licensed drivers to use the Equipment. LESSEE shall give LESSOR immediate notice of any attachment or other judicial process, liens or encumbrances affecting, or attempting to or which may affect the Equipment, and LESSEE shall indemnify and save LESSOR harmless from any loss or damage caused thereby. LESSOR may, for the purpose of inspection and at all reasonable business hours, enter upon any building or place where the Equipment is located. Upon the termination of this Lease, LESSEE authorizes LESSOR to enter upon the premises and to take possession of said Equipment without requiring court action or legal process and agrees to indemnify and hold LESSOR harmless from liability for any damages occasioned by such taking of possession.

**16. EQUIPMENT AND LIABILITY.** LESSOR, at LESSEE's request, has ordered or shall order the Equipment from the Seller named who was selected by LESSEE. LESSOR shall not be liable for specific performance of this Lease or for damages if, for any reason, said Seller delays or fails to fill the order or to deliver the Equipment to LESSEE. LESSEE agrees to accept such Equipment upon delivery to LESSEE, and hereby authorizes LESSOR to add the serial number of the Equipment to this Lease.

**17. ALTERATIONS AND REPAIRS.** Without the prior consent of LESSOR, except as herein provided, LESSEE shall not make any alterations, additions or improvements to the Equipment. LESSOR shall not be obligated to make any repairs or replacements to the Equipment. LESSEE shall provide all services, maintenance and replacements necessary for the proper use and care of the Equipment, including all service, maintenance and replacements suggested in any manual provided by the manufacturer of the Equipment, including, without limitation, oil changes, lubrications and tune-ups at the recommended intervals.

**18. TERMINATION OF LEASE.** On any termination of this Lease, LESSEE shall, at its sole expense, prepare for shipment and ship said Equipment freight prepaid to such place as LESSOR may direct. Said equipment shall be at the full risk and expense of LESSEE until delivered to LESSOR as aforesaid in the same condition as when delivered to LESSEE, reasonable wear and tear excepted, and all expenses, if any, of loading and unloading said Equipment and all risk of loss or damage to the Equipment thereby, shall be borne by LESSEE.

**19. RISK OF LOSS.** LESSEE hereby assumes and shall bear the entire risk of loss, theft, destruction and damage to and of the Equipment from any cause whatsoever. No loss, theft, damage or destruction of Equipment or any part thereof shall relieve the obligation of LESSEE to pay rent, or any other obligation of LESSEE hereunder, and this Lease shall remain in full force and effect. LESSEE shall cause to be reported to LESSOR immediately and in writing all accidents and collisions in any way related to the Equipment, irrespective of whether any injury, loss or damage is apparent, with a full, comprehensive, detailed statement of circumstances, names of persons injured and owners of damaged property, and a listing of names and addresses of all witnesses. LESSEE will cooperate fully with LESSOR and any insurance carrier in the investigation and defense of any and all claims or suits arising from the operation of the Equipment or in any way

related to the Equipment. In the event of damage of any kind whatsoever to any item of Equipment, unless the parties, in LESSOR's determination, damaged beyond repair, lost, stolen or destroyed) LESSEE, at the option of LESSOR, shall at LESSOR's expense (a) spare the same in good repair, condition and working order, or (b) replace the same with like Equipment of the same or better model, and in good repair, condition and working order. If the Equipment, or any item thereof, is determined by LESSOR to be lost, stolen, destroyed or damaged beyond repair, LESSEE shall immediately pay LESSOR therefor, whichever of the following amounts is the greater: either (A) an amount equal to the aggregate of unpaid rent for the balance of the term of the Lease, or the amount thereof proportionately divisible (based upon the actual cost of each item of the Equipment) to the unit or units involved, as the case may be, or (B) an amount equal to the current market replacement cost of the Equipment, or the unit or units involved. In the event of a total loss, upon such payment this Lease shall terminate with respect to the Equipment or unit thereof so paid for, and LESSEE thereupon shall become entitled thereto, by quit claim conveyance, as is, where is, without warranty, express or implied, with respect to any matter whatsoever.

**20. INSURANCE.** Each unit of Equipment shall be kept insured by LESSEE at LESSEE's own expense, against such risks and at such limits as LESSOR in its sole discretion shall from time to time determine. The policies providing all such insurance shall be in such amounts and form and with such companies as LESSOR shall select or approve and all such policies shall insure the interests of LESSOR, its assigns and LESSEE as said interests may appear. Prior to the use of the Equipment by LESSEE, LESSEE shall deliver to LESSOR certificates of insurance satisfactory to LESSOR evidencing the following minimum insurance coverages: public liability - \$300,000 per person, \$500,000 per occurrence, property damage liability - \$500,000 per occurrence, casualty, including vandalism, fire, collision if applicable, and other risks covered by extended coverage for the full insurable value of each unit of Equipment which shall in no event be less than the replacement cost without depreciation. Said certificate of insurance shall provide that the insurance policies evidenced thereby shall not be cancelled or altered without at least thirty (30) days' prior notice to LESSOR, its assigns and LESSEE. LESSOR may in its sole discretion at any time upon ten (10) days' written notice to LESSEE make any changes with respect to any of the insured risks, minimum insurance coverages, or other requirements set forth herein. Upon receipt of said written notice, LESSEE shall within ten (10) days obtain such minimum insurance coverage and comply with such other requirements as shall be set forth in the written notice. LESSEE shall deliver to LESSOR certificates of insurance satisfactory to LESSOR evidencing such minimum insurance coverage. If LESSOR elects, it may, but without any obligation to do so, upon written notice to LESSEE, obtain any insurance coverage described herein. The cost of any such insurance coverage obtained by LESSOR shall be deemed to be additional rent payable hereunder and shall be payable by LESSEE to LESSOR immediately. In the event that any of the policies or insurance coverage required hereunder shall be cancelled, the use by the LESSEE of the Equipment shall cease immediately until all such insurance coverage has been renewed or replaced in accordance with the terms of this paragraph, without, however, affecting any obligations of the LESSEE under this Lease. In the event of and only to the extent that there is loss or damage to the Equipment which is covered by the insurance required hereunder (and subject to and without limiting the provisions of paragraph 19 hereof with regard to risk of loss) the proceeds of such insurance shall be applied, at LESSOR's sole option, (a) toward the replacement, restoration or repair of the Equipment, or (b) toward the obligations of LESSEE hereunder. In the event that LESSOR elects to apply insurance proceeds to the repair or to the replacement of the damaged Equipment, this Lease shall continue in full force and effect without abatement of rent. In the event LESSOR elects to apply insurance proceeds to the payment of LESSEE's obligations to pay rent hereunder, the LESSEE's obligations for all or part of the rent shall cease only with respect to that part of the Equipment in that part of Equipment lost or damaged; the amounts of rents so abated in no event to exceed the amount of insurance settlement received by LESSOR and to be equally apportioned as reductions in the amounts remaining payable for the balance of the term hereunder.

**21. ASSIGNMENT.** Neither this Lease nor LESSEE's right hereunder shall be assignable by the LESSEE, whether voluntarily, by operation of law or otherwise, except with LESSOR's written consent, and the conditions hereof shall bind any permitted assignee and assigns of LESSEE. It is understood that LESSOR contemplates assigning this Lease and/or mortgaging the Equipment, and that said assignee may assign the same. All rights of LESSOR hereunder may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, without notice to LESSEE, and the LESSEE acknowledges, consents and agrees that all rights in and to the Equipment described herein, including LESSEE's right to possession to said Equipment, are subordinate junior and subject to the rights and claims of any assignee against said Equipment under any mortgage, title retention or other security instrument, either now existing or hereafter created, including but not limited to the right of the assignee to repossess or recapture possession of said Equipment. LESSEE consents and agrees to the assignment to the assignee of all moneys due or to become due to LESSOR under this Lease, and in such event promises and agrees to settle all claims against LESSOR directly with it and hereby waives, relinquishes and disclaims any right or privilege to withhold payment of, or refrain from paying directly to any such assignee, any moneys now or hereafter owing under the terms of this Lease, and the right of the assignee to receive the rentals, as well as any other right of the assignee, shall not be subject to any defense, set-off, counterclaim or recoupment which may arise out of any breach or obligation of LESSOR or by reason of any other indebtedness or liability, at any time owing by LESSOR to LESSEE. All rentals due hereunder shall be payable to the assignee by LESSOR whether or not this Lease is terminated by operation of law or otherwise, including, without limitation, termination arising out of bankruptcy, reorganization or similar proceedings involving LESSOR. LESSEE on receiving notice of any such assignment shall abide thereby and make payment as may therein be directed. Following such assignments, the term LESSOR shall be deemed to include or refer to LESSOR's assignee provided that on such assignee shall be deemed to assume any obligation or duty imposed upon LESSOR hereunder and LESSEE shall only look to LESSOR to perform thereon.

**22. SUBLEASE.** In the event that the LESSOR is leasing the Equipment or any unit thereof from a third party, this Lease shall be deemed to be a sublease, the LESSOR shall be deemed to be a sublessor, and the LESSEE shall be deemed to be a sublessee.

**23. NOTICES.** All notices relating hereto shall be mailed to LESSOR or LESSEE, as the case may be, at the respective address shown or at any later address of which the sender may have been theretofore notified in writing. All such notices shall be deemed served when such notice shall have been mailed to the party to be notified by registered mail with postage prepaid.

**24. SERVICE OF PROCESS.** This Lease, and the rights and liabilities of LESSOR and LESSEE, shall be determined and adjudicated pursuant to and in accordance with the laws of the State of Illinois, and this Lease shall be deemed to have been made and entered into in the county of the principal office of LESSOR in Illinois. LESSEE agrees that all litigations, actions or proceedings in any court of record which involve matters directly or indirectly arising from, related to or in any way connected with this Lease and the matters set forth herein shall only be filed in courts of record of the State of Illinois or in a Federal Court for a Federal District of Illinois, and LESSEE consents to the jurisdiction of any such court and waives personal service upon LESSEE of any and all process issuing from any such court, and consents that any such process may be served by certified or registered mail, return receipt requested, directed to LESSEE at the address hereinabove stated, and that services so made shall be deemed completed within five (5) days after such mailing. In the alternative, LESSEE agrees that any such process may be personally served upon any party from time to time designated by LESSOR to the LESSEE's agent for the receipt of such service of process, and that any service so made shall be deemed to be completed provided that such agent promptly forwards to LESSEE the process so served by certified or registered mail as aforesaid. LESSEE waives any objection to venue of any such litigations, actions or proceedings instituted hereunder.

**25. FURTHER ASSURANCES.** From time to time throughout the term of this Lease with respect to any unit or units of the Equipment, LESSEE agrees to execute, acknowledge and deliver such further counterparts herof or financing statements or such other documents which in the opinion of counsel for LESSOR may be reasonably required at any time in order to comply with the provisions of any applicable law or laws at any time in force requiring the recording or filing of this instrument or a copy hereof or a financing statement or similar document in connection herewith in any public office of the United States or of any state or of any political governmental subdivision of any state in order to establish, protect and maintain the rights and remedies of LESSOR hereunder, and LESSEE agrees to pay the fees or charges imposed by law for any such mandatory recording or filing, and the necessary out-of-pocket expenses of LESSOR or LESSEE in effecting such filing or recording.

**26. CONSOLIDATION, MERGER OR SALE.** In the event of any consolidation or merger of LESSOR into or with another corporation, or the sale of all or substantially all of the assets of LESSOR to another corporation, partnership or proprietorship, LESSOR shall be permitted to transfer all the rights and obligations under this Lease and the transferor, whether by consolidation, merger or sale, shall assume all obligations hereunder releasing LESSOR from all obligations and liabilities to LESSEE hereunder.

**27. GENERAL.** If more than one LESSEE is named in this Lease the liability of each shall be joint and several. LESSEE shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment. The obligations of LESSOR hereunder shall be suspended to the extent that it is hindered or prevented from complying therewith because of labor disturbances, including strikes and lockouts, acts of God, fires, storms, accidents, governmental regulations or interference or any cause whatsoever beyond the control of LESSOR. The terms and conditions of this Lease supersede those of all previous agreements between the parties with respect to that Equipment, and this Lease together with the Guaranty, the Delivery Acceptance and Installation Certificate and the Purchase Order constitute the entire agreement between the parties. Any provisions heretofore prohibited by, or unenforceable under, any applicable law of any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease, provided, however, that to the extent that any provisions of any such applicable law may be waived, there are hereby waived by LESSEE to the full extent permitted by law to the end that this Lease shall be deemed to be valid and binding and enforceable in accordance with its terms. The titles to the paragraphs of this Lease are solely for the convenience of this Lease, and are not an aid to the interpretation of the instrument. Any person who signed this Lease in the space provided hereinabove and entitled "Guaranty" has done so with the intention of thereby personally guaranteeing the same, and such person agrees that he guarantees the performance by LESSEE of this Lease and all conditions, covenants and undertakings of LESSEE hereunder, and he guarantees the payment by LESSEE of all rental and other payments to be made by LESSEE to LESSOR hereunder.



Established 1956

BOOK 507 PAGE 493

INVOICE  
58216

Established 1956

T.J. STRATTON CO. INC. • 11589 EDMONSTON ROAD • BELTSVILLE, MD 20705  
WASH. AREA (301) 595-4567

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AFFILIATED CAPITAL CORP.  
707 SKOKIE BOULEVARD  
NORTHBROOK, IL., 60062

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JANE E. DANIEL, M.D.  
PAUL B. BEREZ, M.D.  
1655 Crofton Lane #101  
CROFTON, MD., 21114

(301)721-7900

CONTACT		PHONE		CONTACT JANE		PHONE	
CUSTOMER P.O. NUMBER	ORDER DATE	SALES REPRESENTATIVE		WARRANTY			
	11/5/86	T. PRENTICE		<input checked="" type="checkbox"/> ORIGINAL MFG	<input checked="" type="checkbox"/> SPECIAL (SEE BELOW)	<input type="checkbox"/> N/A	
SHIPPING DATE	CARRIER	PREPAID	COLLECT	P.O.D.	FILLED BY	INVOICE DATE	
11/26/86	O.T.				PACKED BY BOB	12/10/86	

QUANTITY ORDERED	S.O.	QTY. SHIPPED	PART NUMBER	DESCRIPTION	EACH	TOTAL
( SCHEDULE "A" )						
3 EA.		3	311	LAKESIDE S.S. MOBILE CART	82.00	246.00
10 EA.		10	255714	BEAM VINYL CLAD WALL POCKET	8.30	83.00
4 EA.		1	HON-1426	ASI VERTICLE FILE CABINET, 2 DRW., SAND	70.00	280.00
1 EA.		1	SUP1105LI	ASI LATERAL FILE CABINET W/RECEEDING DOOR		635.00
5 EA.		5	VIR 1100	ASI ARMLESS STACK CHAIRS (4 = BROWN / 1 = BLUE)	24.00	120.00
1 EA.		1	SUPERIOR	RECEPTION AREA COUNTER TOP (ARTISAN PURPLE VOGUE)		884.50
1 EA.		1	SUPERIOR	HIGH PAY COUNTER W/WALL		460.00
3 EA.		3	2220	LABTRON TEMPTRONIX DIGITAL THERMOMETER	8.00	24.00
3 EA.		3	1750	LABTRON SUPERIOR ANEROID SPHYG.	19.90	59.70
4 EA.		4	310	LABTRON NURSES STETHOSCOPE ( BLUE, LT. BLUE, BROWN, SILVER )	9.95	39.80
1 EA.		1	OCM	PELTON CRANE AUTOCLAVE (USED)		730.00
*NOTE: AUTOCLAVE WARRANTY 90 DAYS PARTS & LABOR						
Mailed to Secured Party						

*[Handwritten signature]*

**TERMS:** INVOICE TOTAL DUE ON RECEIPT OF GOODS, UNLESS OTHERWISE STATED.  
1½% PER MONTH CHARGE ON AMOUNTS AGED PAST 30 DAYS. (\$1.00 Minimum)

SALES TAX	
%	
FREIGHT IN	
OUT	
TOTAL	3562.00

FINANCING STATEMENT FORM UCC 1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Schulman Buick, Inc.

Address 7809 Wisconsin Avenue Bethesda, Maryland 20814

2. SECURED PARTY

Name Mercantile-Safe Deposit & Trust Company

Address 766 Old Hammonds Ferry Rd. Linthicum, Md. 21090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Present and future inventory of Buick and Sterling Motor Vehicles including those now owned by debtors and those hereafter acquired, together with accessory parts and equipment attached; vehicles of all kinds whether now owned or hereafter acquired; proceeds of any of the foregoing including but not limited to accounts, chattel paper and contract rights.

RECORD FEE 12.00  
POSTAGE .50  
MORNING CITY NO 114710

FEB 6 87

CHECK X THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Schulman Buick, Inc.

*[Handwritten Signature]*  
\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mercantile-Safe Deposit & Trust Company

*[Handwritten Signature]*  
\_\_\_\_\_  
(Signature of Secured Party)

E. C. Mullendore, Senior V.P.

Type or Print Above Signature on Above Line

17.50

Mailed to Secured Party

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 507 PAGE 495

Identifying File No. 205833

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 12/11/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B & W Equipment and Supply Corporation  
Address 11010 Annapolis Jct. Road, Annapolis Junction, Maryland 20701

2. SECURED PARTY

Name The Prime-Mover Co.  
Address P. O. Box 879, Muscatine, Iowa 52761

RECORD FEE 11.00  
POSTAGE .50  
RECORDS DIVISION 11/11/86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All Prime-Mover manufactured equipment, attachments and parts now owned or hereafter acquired by debtor from secured party which are held for sale, rental or lease and all proceeds therefrom up to the value of and limited to any and all amounts owed to the Secured Party by Debtor.

CHECK  THE LINES WHICH APPLY

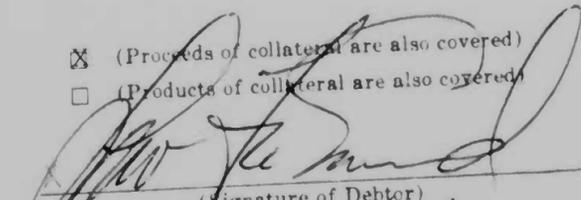
(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

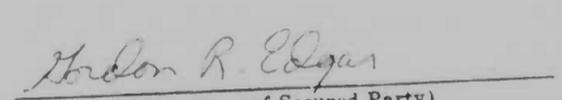
(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

  
(Signature of Debtor)  
LEO F. EMOND  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

  
(Signature of Secured Party)  
Gordon R. Edgar, Controller  
Type or Print Above Signature on Above Line

11/80

BOOK 507 PAGE 496

865530

The **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) O.T. Hall Profit Sharing Plan 225 MD Route 3 North Millersville, MD 21108	2. Secured Party(ies) and address(es) Society for Savings 31 Pratt Street Hartford, CT 06103	3. Maturity date (if any) For filing Officer (Date, Time and Filing Office) RECEIVED FEE 10.00 POSTAGE 50 DEPT 0777 R01 114:07 FEB 6 87
4. This statement refers to original Financing Statement bearing File No. <u>257347 1ber486pa547</u> Filed with <u>Anne Arundel County, MD</u> Date Filed <u>7/18</u> 19 <u>85</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

Not Subject To Recordation Tax

No. of additional Sheets presented: \_\_\_\_\_

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).	Society for Savings Otto M. Rudolph By: <u>Otto M. Rudolph</u> Signature(s) of Secured Party(ies)
--	--

(1) Filing Officer Copy - Alphabetical

10 - STANDARD FORM - FORM UCC-3

Mailed to Secured Party

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name David Lee Miller  
 Address 5272 Chalk Point Road - West River, Md. 20778

2. SECURED PARTY

Name Suit & Wells Equipment Co., Inc.  
 Address 6300 Crain Highway - Upper Marlboro, Md. 20772  
J.I. Case Co. or J.I. Case Credit (as their interest may arise)  
 Person And Address To Whom Statement Is To Be Returned If Different From Above.  
5790 Widewaters Parkway - Syracuse, N.Y. 13214

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One - 1986 Case Model  
 1835B Unloader  
 Serial # 17168651

Name and address of Assignee

RECORD FEE 11.00  
 POSTAGE .50  
 63031 57730 114105  
 FEB 6 87

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

Mailed to Secured Party

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Assignee(s) of Secured Party and Address(es)  
 J. I. CASE CREDIT CORP.  
 5790 Widewaters Parkway  
 Syracuse, N.Y. 13214

David Lee Miller  
 (Signature of Debtor)

David Lee Miller  
 Type or Print Above Name on Above Line

\_\_\_\_\_  
 (Signature of Debtor)

Type or Print Above Signature on Above Line

11 82

Jay Rubamer Salzman  
 (Signature of Secured Party)

Suit & Wells Equipment Co., Inc.  
 Type or Print Above Signature on Above Line

MD-FSF-1  
(2-2-72)

UNITED STATES DEPARTMENT OF AGRICULTURE  
AGRICULTURAL STABILIZATION AND CONSERVATION SERVICE  
COMMODITY CREDIT CORPORATION

285901

FINANCING STATEMENT

TO BE RECORDED IN: [ ] the Land Records [x] the Financing Records

Please return original statement to Secured Party at its address shown below.

<u>DEBTOR(S)</u>	<u>SECURED PARTY</u>	For Filing Officer: (time, date, no., filing office)
Richard Gosheff (Name)	UNITED STATES OF AMERICA acting through COMMODITY CREDIT CORPORATION	
_____ (Name)	Anne Arundel County ASC County Committee	
2325 Patuxent River Road Gambria, MD 21054	15209 Marlboro Pike Upper Marlboro, MD 20772 (Address)	

RECORD FEE 11.00  
POSTAGE .50  
3/23/87 11:14:05

Maturity date 9/1/87

- This financing statement covers the following types (or items) of property:  
7,000 bu. soybeans stored at 2325 Patuxent River Rd.
- If the above described goods are to become fixtures they will be affixed to the following premises in Maryland:  
Name(s) of Record Owner(s):  
Approximate No. of Acres:  
Direction and Distance from a Named Town:  
County:
- Proceeds of the collateral are also covered, but disposition of the collateral is not hereby authorized.
- The items secured by this transaction are not subject to the recordation tax imposed by Article 81, Sec. 277 and 278, of the Annotated Code of Maryland, 1962 Supplement, as amended.
- For valuable consideration, which is hereby acknowledged, the debtors hereby sell, convey, and grant to the Secured Party a security interest in the collateral described above to the extent of their obligation to the Secured Party under CCC Loan Application and Approval No. 0001F.

FEB 6 87  
TB

x Richard Gosheff  
(Signature of Debtor)

Type Name RICHARD GOSHEFF

COMMODITY CREDIT CORPORATION Mailed to Secured Party

Anne Arundel ASC County  
Committee

\_\_\_\_\_  
(Signature of Debtor)

Type Name \_\_\_\_\_

By: Winterson Prout Chairman  
(Signature of Secured Party)

Type Name Winterson Prout

W.P.

MD-FSF-1  
(2-2-72)

UNITED STATES DEPARTMENT OF AGRICULTURE  
AGRICULTURAL STABILIZATION AND CONSERVATION SERVICE  
COMMODITY CREDIT CORPORATION

205902

FINANCING STATEMENT

TO BE RECORDED IN: [ ] the Land Records [x] the Financing Records

Please return original statement to Secured Party at its address shown below.

<u>DEBTOR(S)</u>	<u>SECURED PARTY</u>	For Filing Officer: (time, date, no., filing office)
<u>Louis A. Boehm, Jr.</u> (Name)	UNITED STATES OF AMERICA acting through COMMODITY CREDIT CORPORATION	

_____ (Name)	<u>Anne Arundel</u> ASC County Committee
1369 St. Stephens Ch. Rd. Crownsville, MD Address) 21032	15209 Marlboro Pike Upper Marlboro, MD 20772 (Address)

RECORD FEE 11.00  
POSTAGE .50  
#30849 CRT R01 T14104  
FEB 6 87  
76

Maturity date 9/1/87

- This financing statement covers the following types (or items) of property:  
682 bu. yellow corn stored at Southern States Grain Coop in Lothian.
- If the above described goods are to become fixtures they will be affixed to the following premises in Maryland:  
Name(s) of Record Owner(s):  
Approximate No. of Acres:  
Direction and Distance from a Named Town:  
County:
- Proceeds of the collateral are also covered, but disposition of the collateral is not hereby authorized.
- The items secured by this transaction are not subject to the recordation tax imposed by Article 81, Sec. 277 and 278, of the Annotated Code of Maryland, 1962 Supplement, as amended.
- For valuable consideration, which is hereby acknowledged, the debtors hereby sell, convey, and grant to the Secured Party a security interest in the collateral described above to the extent of their obligation to the Secured Party under CCC Loan Application and Approval No. 0002W.

Louis A. Boehm, Jr.  
(Signature of Debtor)

Type Name Louis A. Boehm, Jr.

\_\_\_\_\_  
(Signature of Debtor)

Type Name \_\_\_\_\_

COMMODITY CREDIT CORPORATION

Anne Arundel ASC County  
Committee

By: Winterson Prout Chairman  
(Signature of Secured Party)

Type Name Winterson Prout

Mailed to Secured Party

1180

MARYLAND FINANCING STATEMENT

205953

Not Subject to Recordation Tax  
 Recordation Tax of \$ \_\_\_\_\_ on  
Principal Amount of \$ \_\_\_\_\_ is enclosed  
has been paid (strike inapplicable phrase).

For Filing Officer	
File No:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code

1 DEBTOR: Richard A. Rudiger T/A Rudiger Printing Co.  
(Name or Names)  
103 Crain Hwy. S., Glen Burnie, Md. 21061  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2 SECURED PARTY: Chanley Finance Co.  
(Name or Names)  
222 Cedarmere Circle, Owings Mills, Md. 21117  
(Address)

3 ASSIGNEE (if any) of SECURED PARTY: BALTIMORE FEDERAL FINANCIAL  
(Name or Names)  
300 E Lombard St Baltimore, MD 21202  
(Address)  
RECORD FEE 12.00  
POSTAGE .50  
CITIZEN 114203  
FEB 6 87

4. This Financing Statement covers the following types (or items) of property:

- (1) AB Dick 385 Offset Press s/n 000856
- (1) AB Dick 1-3850 Color Head s/n 864329GHZ
- (1) AB Dick 1-3875 Spray Attachment s/n 0686-2763

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes  No   
Products of Collateral are also covered: Yes  No

DEBTOR(S): Richard A. Rudiger T/A Rudiger Printing Co.  
By: Richard A Rudiger OWNER (Title)  
RICHARD A RUDIGER  
(Type or print name of person signing)

SECURED PARTY:  
Chanley Finance Co.  
By: PE O'MALLEY  
PE O'MALLEY  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Type or print name of person signing)

Mailed to Secured Party

Return To: SECURED PARTY

FINANCING STATEMENT - FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 6,500.00

If this statement is to be recorded in land records check here.

This financing statement Dated 7-3-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Franch, Earnest & Cowdrey PA

Address 111 Cathedral Street, P.O. Box 827, Annapolis, Maryland 21404-0827

2. SECURED PARTY

Name United Bank & Trust Company of Maryland

Address 9420 Pennsylvania Avenue, Upper Marlboro, Maryland 20772

Attn: Susie Logan

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- Two (2) Xerox Personal Computers, Serial #'s 5122790 and 5123231
- One (1) Canon Printer, model #2BT8A1, Serial #AZD9MA

RECORD FEE 11.00  
 RECORD TAX 45.50  
 POSTAGE .50  
 850345 CTTI 801 T14101  
 FEB 6 87

10

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Franch, Earnest & Cowdrey PA

*Ronald H. Jarashow*  
(Signature of Debtor)

By: Ronald H. Jarashow, Sec.

Type or Print Above Signature on Above Line

(Signature of Debtor)

*Susie Logan*  
(Signature of Secured Party)

Type or Print Above Name on Above Line

Mailed to Secured Party

11 4550 50

~~P.C.~~ County

FINANCING STATEMENT

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Tuxedo International, Inc.  
Address: 314 Marshall Avenue  
Laurel, Maryland 20707

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: 8701 Georgia Avenue  
Silver Spring, Maryland 20910

RECORD FEE 12.00  
POSTAGE .50  
FEB 6 1987 0777 AM 113457

3. This Financing Statement covers the following types (or items) of property:

A continuing Business Loan Security Agreement covering equipment, inventory and accounts receivable now in existence and or hereafter acquired.

4. Check the statements which apply, if any, and supply the information indicated.

FEB 6 87  
TB

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): Tuxedo International, Inc.

*Dennis Callahan*  
Dennis Callahan, President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: *Patrick H. Miles*  
Patrick H. Miles, Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Mailed to Secured Party

1052

STATE OF MARYLAND

FINANCING STATEMENT

Form UCC-1

Identifying File No

BOOK 507 PAGE 503

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

205906

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ -0-

If this statement is to be recorded in land records check here

This financing statement dated 12-9-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MICHAEL F & GAIL G CZARNECKI
Address 1213 Bay View Court, Edgewater, Md 21037

2. SECURED PARTY

Name Ramsey Music Assignee: Manufacturers Finance Financial Services of MD Inc
Address 161 West St. Annapolis, Md 21401 6001 Montrose Rd #702 Rockville, Md 20852

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) Dec 15, 1988

4. This financing statement covers the following types (or items) of property (list)

SAMICK SM-2 Studio Pianos S/N 300285

RECORD FEE 12.00
POSTAGE .50
100042 CTTM 113458
FEB 6 87

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Mailed to Secured Party

Michael F Czarniecki (Signature of Debtor)

MICHAEL F. CZARNECKI (Type or Print Above Name on Above Line)

Gail G Czarniecki (Signature of Debtor)

GAIL G CZARNECKI (Type or Print Above Signature on Above Line)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

205307

FINANCING STATEMENT - FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 25,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated July 25, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Herbert R. Simon

Address 93 Mayo Road, Edgewater, Maryland 21037

2. SECURED PARTY

Name United Bank & Trust Company of Maryland

Address 9420 Pennsylvania Avenue, Upper Marlboro, Maryland 20772

Attn: Susie Logan

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00  
RECORD TAX 175.00  
POSTAGE .50  
RECORD FEE 114.00  
FEB 6 87  
TB

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Quantity	Description	Unit #
1	Cascade Reception Desk w/Cash Drawer	SC4271
1	Breakfront Retail Display	MG4550
1	Series 2 Wolff System Sunbed	1254
2	Shampoo Bulkheads w/Upper storage cabinets	6014
6	Hydraulic Chairs	2100
3	Dryers and Chairs, Serial #'s 1-1320, 1-1322, 1-1352	2804
1	White Manicure Table	NC/100
6	Cascade Styling Stations	MG7837
6	Reception Chairs	2804
6	36" Mirrors	M-36
2	Shampoo Chairs	SH-100
2	Shampoo bowls cmpt w/VB & Fixtures	560

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Herbert R. Simon  
(Signature of Debtor)

Herbert R. Simon  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Mailed to Secured Party

William M. Duval  
(Signature of Secured Party)

William M. Duval  
Type or Print Above Name on Above Line  
Assistant Vice President

11-  
175 50

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION  
ANNAPOLIS, MARYLAND 21404

265903

FINANCING STATEMENT

BOOK 507 PAGE 505

DATE: December 8, 1986

( X ) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ 17,385.00

NAME OF DEBTOR(s): Robert B. Dunn

ADDRESS: 409 Harbor Drive  
Annapolis, MD 21403

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION  
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street  
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

One (1) Model 62-190 Engine Analyzer  
Serial Number A6C01454

RECORD FEE 11.00  
POSTAGE .50  
NOV 28 11 13 AM '87  
FEB 6 87

T.B.

DEBTOR(S):

Robert B. Dunn  
Robert B. Dunn

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS  
AND LOAN ASSOCIATION

By: Robert E. Mann  
(Authorized Signature)

Robert E. Mann, Loan Officer  
(Type Name and Title)

(NOTE: Type name under each  
signature and if company,  
type name of company and  
name and title of authorized  
signer.)

Mailed to Secured Party

1179



BOOK 507 PAGE 507

205910

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 1-6-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Anne Arundel County Farmers' Cooperative Association, Inc.  
Address 155 Eighth Ave. N. Glen Burnie, Md. 21061

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation  
Address 1900 Sulphur Spring Road P. O. Box 7360  
Baltimore Maryland 21227

RECORD FEE 11.00  
POSTAGE .50  
REGISTRATION FEE 113.52  
FEB 6 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossession; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise, when such has been financed by Borg Warner. NOT SUBJECT TO RECORDATION TAX

XXX (Proceeds of collateral are also covered)  
E (Products of collateral are also covered)

Basil H. Smith, Treas.  
(Signature of Debtor)

Basil H. Smith, Treas.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

Paul J. [Signature]  
Type or Print Above Signature on Above Line

Mailed to Secured Party

11/50

ANNE ARUNDEL COUNTY  
ROOM 507 PAGE 508

FINANCING STATEMENT FORM UCC-1

Identifying File No. 205911

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 1-6-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name E.C. Decker Corporation (Incorporated)  
Address 512 Crain Highway, N.W. Bldg. 27 Glen Burnie, Md 21061

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation  
Address 1900 Sulphur Spring Road P. O. Box 7360  
Baltimore Maryland 21227

RECORD FEE 11.00  
POSTAGE 1.50  
RECORD CITY #01 113-02

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

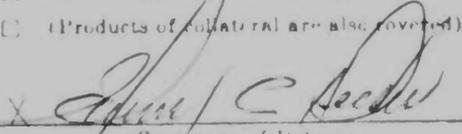
4. This financing statement covers the following types (or items) of property: (list)

FEB 6 87  
FB

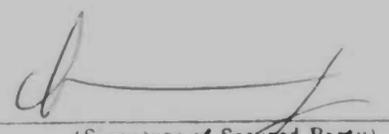
All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossession; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

NOT SUBJECT TO RECORDATION TAX

XX (Proceeds of collateral are also covered)  
[] (Products of collateral are also covered)

  
(Signature of Debtor)  
Edward C Decker, President  
Type or Print Above Name on Above Line

(Signature of Debtor)  
Type or Print Above Signature on Above Line

  
(Signature of Secured Party)  
D.R. Williams, Credit & Collections Mgr  
Type or Print Above Signature on Above Line

11/50

Mailed to Secured Party

75

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 507 PAGE 509

Identifying File No. 265912

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

Conditional sale transaction

This financing statement Dated 11/14/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ARINC Research Corporation

Address 2551 Riva Road, Annapolis, MD 21401

2. SECURED PARTY

Name Marine Midland Bank (Delaware), National Association

Address 824 Market Street, Wilmington, DE 19801

Ken Tripp

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 11/15/91

4. This financing statement covers the following types (or items) of property: (list)

Computer equipment per attached list.

RECORD FEE 17.00  
POSTAGE .50  
NS003R 0777 R01 113#55  
FEB 6 87

18

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Kenneth D. Almgren*  
(Signature of Debtor)

Kenneth D. Almgren  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Kenneth M. Tripp*  
(Signature of Secured Party)

Kenneth M. Tripp  
Type or Print Above Signature on Above Line

17-

LINE NO.	MODEL NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	UNIT PRICE	AMOUNT
1	5577	192-40 CPS HIGH DENSITY MATRIX	1	1	4177.96	4177.96
2	DSF-77	DUAL SHEET FEEDER FOR 5577	1	1	1364.39	1364.39
		***** SERIAL NUMBERS *****				
	5577	OZ2273				
	DSF-77	ZM7447				

LINE NO.	MODEL NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	UNIT PRICE	AMOUNT
1	DSF-77	DUAL SHEET FEEDER FOR 5577	2	2	1384.68	2769.36
		***** SERIAL NUMBERS *****				
	DSF-77	ZM7280 ZM7165				

LINE NO.	MODEL NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	UNIT PRICE	AMOUNT
1	4230-OA	64K OIS-ALLIANCE WORKSTATION, CONSISTING OF:	2	2	1448.09	2896.18
	PM004L	2 MONOCHROME MONITOR.				
	4230EPA	2 ELECTRONICS PACKAGE WITH 10				
	UNI-KBD-B-US	2 CLASS B UNIVERSAL US KEYBOARD				
		***** SERIAL NUMBERS *****				
	PM004L	YU4552 YU3506				
	4230EPA	17771B 17750B				

LINE NO.	MODEL NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	UNIT PRICE	AMOUNT
1	DSF-77	DUAL SHEET FEEDER FOR 5577	1	1	1319.90	1319.90
		***** SERIAL NUMBERS *****				
	DSF-77	ZM6380				

LINE NO.	MODEL NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	UNIT PRICE	AMOUNT
1	PC-XC3	EXPANDED CHASSIS BASE UNIT	1	1	1384.00	1384.00
2	PC-PM101R	WANG-IBM MONOCHROME MONITOR	1	1	79.20	79.20
3	PC-PM004	MONOCHROME MONITOR	1	1	72.00	72.00
4	PC-PM032	MEMORY EXPANSION CARD WITH	1	1	282.40	282.40
5	PC-PM041-OA	PC ALLIANCE AND OIS LOCAL	1	1	460.80	460.80
6	PC-PM002	WANG GRAPHICS CARD	1	1	86.40	86.40
7	PC-PM040	PC REMOTE COMMUNICATIONS	1	1	144.00	144.00
		***** SERIAL NUMBERS *****				
	PC-XC3	TQ4706				
	PC-PM004	VE0906				

NO.	NUMBER	DESCRIPTION	ORD	SHIP	PRICE	AMOUNT
1	4230-OA	64K OIS-ALLIANCE WORKSTATION, CONSISTING OF:	1	1	1240.49	1240.49
	PM004L	1 MONOCHROME MONITOR.				
	4230EPA	1 ELECTRONICS PACKAGE WITH 10				
	UNI-KBD-B-US	1 CLASS B UNIVERSAL US KEYBOARD				
		***** SERIAL NUMBERS *****				
	PM004L	VY2462				

LINE NO.	MODEL NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	UNIT PRICE	AMOUNT
1	5300-PS	WORKSTATION ELECTRONICS 64K	1	1	2030.76	2030.76
2	5320	GREEN DISPLAY	1	1	524.98	524.98
3	5300KBD-IIS-STD	COMBINED KEYBOARD FOR VS	1	1	287.37	287.37
4	5577	192-40 CPS HIGH DENSITY MATRIX	1	1	3511.73	3511.73
5	DSF-77	DUAL SHEET FEEDER FOR 5577	1	1	1116.24	1116.24
6	6505-1	OIS 105-1 MASTER, 4.2 MB DISK	1	1	3410.00	3410.00
		***** SERIAL NUMBERS *****				
	5300-PS	SY3329				
	5320	SB5588				
	5577	WF1034				
	DSF-77	WE0577				
	6505-1	NX8664				

BOOK 507 PAGE 511

LINE NO.	MODEL NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	UNIT PRICE	AMOUNT
1	5577	192-40 CPS HIGH DENSITY MATRIX	2	2	2115.00	4230.00
2	DSF-77	DUAL SHEET FEEDER FOR 5577	2	2	680.00	1360.00
3	AWS-4	64K ARCHIVING WORKSTATION WITH CONSISTING OF:	2	2	2441.00	4882.00
	5506-2	2 WORKSTATION				
	AWS-4 MASTER	2 ARCHIVING WORKSTATION MASTER				
4	6340	BLACK AND WHITE GRAPHIC	1	1	459.20	459.20
5	6300-OIS-64	ELECTRONICS FOR OIS GRAPHICS	1	1	1326.00	1326.00
6	UNI-KBD-B-US	CLASS B UNIVERSAL US KEYBOARD	1	1	93.60	93.60
7	OIS-SCI-TY	SCIENTIFIC TYPING SOFTWARE FOR	1	1	210.00	210.00
		***** SERIAL NUMBERS *****				
	5577	TH3473 TH3474				
	DSF-77	TF9290 TF8443				
	5506-2	GF2103 KS9996				
	AWS-4 MASTER	SD4166 SD4169				
	6340	PZ2381				
	6300-OIS-64	KB8379				

LINE NO.	MODEL NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	UNIT PRICE	AMOUNT
1	PC-002	PC W-SINGLE DISKETTE. INCLUDES CONSISTING OF:	1	1	855.20	855.20
	PC-PM004	1 MONOCHROME MONITOR				
	291-0339	1 AUTO ENCLOSURE PC MS-DOS				
	PC-PM030	1 MEMORY EXPANSION CARD WITH				
	PC-002-CPU	1 SYSTEM CPU INCLUDES:				
	UNI-KBD-B-US	1 CLASS B UNIVERSAL US KEYBOARD				
2	PC-PM021	10MB WINCHESTER DRIVE (5 1-4")	1	1	578.80	578.80
3	PC-AC002	DESK CLAMP	1	1	35.20	35.20
4	PC-PM041	PC LOCAL COMMUNICATIONS OPTION	1	1	680.00	680.00
5	PC-PM032	MEMORY EXPANSION CARD WITH	1	1	282.40	282.40
		***** SERIAL NUMBERS *****				
	PC-PM004	PM9498				
	PC-002-CPU	NX1885				

BOD: 507 FIVE 512

LINE NO.	MODEL NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	UNIT PRICE	AMOUNT
1	PC-XC3-2	PC 8 SLOT 256K BASE UNIT,360K-	1	1	947.70	947.70
2	PC-PM004	MONOCHROME MONITOR	1	1	112.77	112.77
3	PC-PM101	WANG-IBM MONOCHROME EMULATION	1	1	79.20	79.20
4	PC-PM141-OA	LOCAL COMMUNICATIONS OPTION	1	1	244.80	244.80
5	PC-PM040	PC REMOTE COMMUNICATIONS	1	1	185.20	185.20
6	PC-PM032	MEMORY EXPANSION CARD WITH	1	1	379.92	379.92
		***** SERIAL NUMBERS *****				
	PC-XC3-2	WI6187				
	PC-PM004	YX5801				

LINE NO.	MODEL NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	UNIT PRICE	AMOUNT
1	OIS-TC	DATA COMMUNICATIONS CONTROLLER	1	1	955.50	955.50
2	OIS-BATCH	BATCH (2780-3780-WPS)	1	1	667.00	667.00
		*****				

Mailed to Secured Party

PRINT OR TYPE ALL INFORMATION Anne Arundel County

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

STATE CORPORATION COMMISSION  
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)  
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

October 3, 1983  
#25634

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Peter R. Tatro  
2604 Revenate Lane  
Alexandria, Va. 22308

Check the box indicating the kind of statement. Check only one box.

- ( ) ORIGINAL FINANCING STATEMENT
- ( ) CONTINUATION-ORIGINAL STILL EFFECTIVE
- ( ) AMENDMENT
- ( ) ASSIGNMENT
- ( ) PARTIAL RELEASE OF COLLATERAL
- (X) TERMINATION 466-226

RECORD FEE 10.00  
POSTAGE .50  
#50039 0777 001 113-566  
FEB 6 '87

Name & address of Secured Party

Bank of Virginia  
6606 Electronic Dr.  
Springfield, Va. 22150

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered  
( )

Description of collateral covered by original financing statement

See original

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Mailed to Secured Party

Signature of Debtor if applicable (Date)

10/5

Bank of Virginia

Dorothy C. Gammon, Asst. Manager

*Dorothy C. Gammon* 12-9-86  
Signature of Secured Party if applicable (Date)

BOOK 507 PAGE 514

205911

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es):

2. Secured Party(ies) Address(es) And Name(s):

4. For Filing Officer: Date, Time, File No., Filing Office:

B.E.K. ENTERPRISES INC.  
303 SONGWOOD COURT  
MILLERSVILLE, MD. 21108  
( IN ANNE ARUNDEL COUNTY )

JOHN C. LOUIS COMPANY, INC.  
1805 CHERRY HILL ROAD  
BALTIMORE, MD. 21230

RECORD FEE 11.00  
POSTAGE .50  
RECEIVED 0340 801 TOP:56  
FEB 7 87

7. This Financing Statement covers the following types or items of collateral:  
(Describe real estate, including record owner if item 6 is applicable)

ONE MELFOE BACKHOE MODEL 909 SERIAL NUMBER 3530, ONE 20" BUCKET, AND ONE 6' SNCW PLOW KIT SERIAL NUMBER 6687-121

FILING OFFICER NOTE: THIS TRANSACTION NOT SUBJECT TO RECORDATION TAX.

5. Assignee(s) of Secured Party, Address(es):

Clark Equipment Credit Corporation  
128 East Front Street  
Buchanan, Michigan 49107

6.  The described crops are growing or to be grown on the real property described in Item 7.

The described goods are or are to be affixed to the real property described in Item 7.

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.

Filed with:  Sec. of State  Filing Office of \_\_\_\_\_ County/City

8. Signatures:

B.E.K. ENTERPRISES INC.

JOHN C. LOUIS COMPANY, INC.

By Kenneth R. Hoffman  
KENNETH R. HOFFMAN  
SEC./TREAS.

By W. DAVISON  
W. DAVISON, Secured Party(ies) [or Assignee(s)]  
PRESIDENT

(2) Filing Officer Copy - Alphabetical

FINANCING STATEMENT  
THIS INSTRUMENT PREPARED BY SECURED PARTY  
AND ASSIGNEE OF SECURED PARTY.

FORM UCC 1

Mailed to Secured Party

11.2

This FINANCING STATEMENT is presented to a filing office for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) SOUTHWOOD INDUSTRIES, INC. T/A AUTO TECH Two Taylor Avenue Annapolos, MD 21401	2. Secured Party(ies) and address(es) MATSUSHITA ELECTRIC CORPORATION OF AMERICA BY: PANASONIC COMPANY, A DIVISION One Panasonic Way Secaucus, NJ 07094 Attention: National Credit Manager	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
---	--	--

4. This financing statement covers the following types (or items) of property:  
  
See attached sheet listing collateral.

5. Assignee(s) of Secured Party and Address(es)  
  
 RECORD FEE 12.00  
 POSTAGE .50  
 430978 0040 R01 1094502  
 FEB 7-87

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:  
 Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented: 1

Filed with: ANNE ARUNDEL COUNTY

SOUTHWOOD INDUSTRIES INC, t/a AUTO TECH By: <u>David Jones, President</u> <small>Signature(s) of Debtor(s)</small>	MATSUSHITA ELECTRIC CORPORATION OF AMERICA BY: PANASONIC COMPANY, A DIVISION By: <u>John K. Rowser, C. Mgr.</u> <small>Signature(s) of Secured Party(ies)</small>
--	--

(1) Filing Officer Copy - Alphabetical      **STANDARD FORM - FORM UCC-1.**      (FOR USE IN MOST STATES)

(a) "Purchase Money Collateral" -all inventory of goods and merchandise sold by MECA to DEBTOR on credit, open account or limited open account bearing the trademarks "PANASONIC", "TECHNICS", "RAMSA", "NATIONAL" or "QUASAR" either singly or in combination with any other word or words, and all additions or accessions thereto, and all proceeds and products of such inventory, whether now held or hereafter acquired, including, without limitation, all documents, instruments, general intangibles, chattel paper, accounts and contract rights (such terms having the meanings ascribed by the Uniform Commercial Code) of DEBTOR now existing or hereafter arising out of or with respect to such inventory of goods and merchandise sold by MECA to DEBTOR, and all proceeds thereof.

(b) "Other Collateral" -all inventory of goods and merchandise, other than Purchase Money Collateral, now held or hereafter acquired by DEBTOR manufactured or sold by MECA and/or bearing the trademarks "PANASONIC", "TECHNICS", "RAMSA", "NATIONAL" or "QUASAR" either singly or in combination with any other word or words, and all additions or accessions thereto, and all proceeds and products of such inventory, including without limitation, all documents, instruments, general intangibles, chattel paper, accounts and contract rights (such terms having the meanings ascribed by the Uniform Commercial Code) of DEBTOR now existing or hereafter arising out of or with respect to such inventory of goods and merchandise, and all proceeds thereof.

12<sup>th</sup>

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 205016

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name George M. King Contractors, Inc.  
Address 1795 Severn Chapel Road, Millersville, Maryland 21108

2. SECURED PARTY

Name Ingersoll-Rand Company  
Address 5681 Main Street, Elkridge, Maryland 21227  
Ingersoll-Rand Financial Corporation  
210 Goddard Blvd., King of Prussia, PA. 19406  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORDING FEE 11.00  
POSTAGE .50  
MONEY ORDER NO. 709458

FEB 7 87  
TB

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 - Ingersoll-Rand Model DA30 Vibratory Roller S/N#7498 and all attachments and accessories thereto together with accounts, contract rights, and chattel paper arising out of the sale, lease or other disposition by the Debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the Debtor to dispose of the above described collateral.

Name and address of Assignee  
Ingersoll-Rand Financial Corp.  
210 Goddard Blvd.  
King of Prussia, PA. 19406

EQUIPMENT TO BE LOCATED AT: 1795 Severn Chapel Road  
Millersville, Maryland 21108

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

1190

Robert F. Watson PRESIDENT  
(Signature of Debtor)

ROBERT F. WATSON  
Type or Print Above Name on Above Line  
George M. King Contractors, Inc.  
(Signature of Debtor)

1795 Severn Chapel Rd., Millersville, MD  
Type or Print Above Signature on Above Line 21108

INGERSOLL-RAND COMPANY  
(Signature of Secured Party)  
John W. Banes, Vice President/Branch Mgr.  
Type or Print Above Signature on Above Line

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BOVE, Charles J.
Address 193 Green Street, Annapolis, Md. 21401

2. SECURED PARTY

Name Patterson Dental Company
Address 1100 E. 80th Street
Minneapolis, MN 55420

RECORD FEE 11.00
207780 2049 001 109.59
FEB 7 87
B

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 Midwest Panorol X-ray SN G319601
1 Air Technique Film Processor AT2000 SN 6763
1 Air Technique Daylight Loader for AT2000

Name and address of Assignee
Security Pacific Executive
Professional Services Inc.
14201 East 4th Ave. Ste 141
Aurora, CO 80011

CHECK [X] THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Mailed to Secured Party

[Signature]
(Signature of Debtor)

Charles J. Bove
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Lois Leonard
Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 507 PAGE 518

Identifying File No. 205913

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Major Vend, Inc.
Address 1548 Lodge Pole Court, Annapolis, Maryland, 21401

2. SECURED PARTY

Name Great Northern Funding, Corp.
Address 11500 Rockfield Court, Cincinnati, Ohio 45241

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)
4. This financing statement covers the following types (or items) of property: (list)

- 1) Refurb. 400 Coffee Machine S/N# 314550
1) New 25 H+5 4 Price Snack Machine S/N#330581
1) Refurb. Visa Vend Cold Food Vendor S/N# 8FC10825
1) New EC-100 Bill Changer S/N# E-15498

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
RECORDED COPY MAIL 710104
FEB 7 87

TRUE LEASE NOT SUBJECT TO RECORDATION TAX.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Mailed to Secured Party

Daniel Schwartz (Signature of Debtor)

Daniel Schwartz, Vice President/Major Vend, Inc. Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Wayne D. Johnson (Signature of Secured Party)

Wayne D. Johnson, Vice President/Funding Corp. Type or Print Above Signature on Above Line

11/90

1150

785919

BOOK 507 PAGE 519

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) BUTLER AVIATION INTERNATIONAL P.O. BOX 460 MONTVALE, NJ 07645	2. Secured Party(ies) and address(es) FIRST EASTERN LEASING CORP. 30 E. PADONIA RD. TIMONIUM, MD. 21093	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 11.00 MONTVALE CO40 MD 110106 FEB 7 87
4. This statement refers to original Financing Statement bearing File No. <u>Liber 494 Page 031</u> Filed with <u>Anne Arundel County</u> Date Filed <u>1/21</u> 19 <u>86</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		

10. 2 - IBM TYPEWRITERS MODEL SELECTRIC #3 S/N 6265925 & S/N 6258348

LOCATION OF EQUIPMENT: BWI AIRPORT, MD. 21240

No. of additional Sheets presented: \_\_\_\_\_

By: \_\_\_\_\_ FIRST EASTERN LEASING CORP.  
Ginny Berry

By: Ginny Berry Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical 40-56 STANDARD FORM - FORM UCC-3

Mailed to Secured Party

11.



CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L 450 Page No. 537  
Identification No. 242963 Dated June 17, 1982

1. Debtor(s) { Matthew C. & Emily Ciany  
Name or Names—Print or Type  
608 Marlboro Rd. Glen Burnie, MD 21061  
Address—Street No., City - County State Zip Code

**MAIL TO:** { Sears, Roebuck and Company  
2. Secured Party Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statements:

RECORD FEE 13.00  
FILING .50  
450439 COM 201 110:09  
JUN 7 87

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

Dated: DEC 31 1985  
Sears, Roebuck and Company  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

Mailed to Secured Party

#13-50  
A11 G

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L 493 Page No. 18  
Identification No. 259718 Dated December 24, 1985

1. Debtor(s) { Theodore G. & Sue H. Constantinides  
Name or Names—Print or Type  
506 JoAnn Dr. Odenton, MD 21113  
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company  
2. Secured Party Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 13.00  
POSTAGE .50  
300990 COM MD 110110  
FEB 7 87

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  <b>Termination</b></p>

Mailed to Secured Party

Dated: DEC 31 1985 Sears, Roebuck and Company  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

#13-3  
ARC  
2

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. B 471

Page No. 426

Identification No. 251259

Dated March 15, 1984

1. Debtor(s) { James P. Graham & Marianne M. Graham  
Name or Names—Print or Type  
125 Academy S. Annapolis, MD 21401  
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  <b>Termination</b></p>

RECORD FEE 11.00  
POSTAGE .50  
JAN 27 1984 10:10  
FEB 7 87

Dated: DEC 31 1986

Sears, Roebuck and Company  
Name of Secured Party

[Signature]  
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

Mailed to Secured Party

J.B. 50  
RAC Co.  
&

265920

TO BE } CROSS INDEXED  
 NOT TO BE } IN LAND RECORDS

SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_  
 NOT SUBJECT TO }

FINANCING STATEMENT

1. Debtor(s):

Name or Names—Print or Type HENRY C Boyd  
 Address—Street No., City - County State Zip Code 2407 Springlake CTR Baltimore MD 21207

Name or Names—Print or Type Patricia Boyd  
 Address—Street No., City - County State Zip Code 2407 Springlake CTR Baltimore MD 21207

2. Secured Party:

Name or Names—Print or Type Sears Roebuck and Co.  
 Address—Street No., City - County State Zip Code 901 Security Blvd BALTO MD 21207

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

RECORD FEE 15.00  
 POSTAGE .50  
 150792 0040 801 710:11

4. If above described personal property is to be affixed to real property, describe real property.

2402 Maytime Drive  
Baltimore Md

FEB 7 1967

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

Henry C Boyd Jr.  
(Signature of Debtor)

HENRY C. BOYD JR.  
Type or Print

Patricia Boyd  
(Signature of Debtor)

PATRICIA BOYD  
Type or Print

Mailed to Secured Party

Sears, Roebuck and Company

(Company, if applicable)

J. D. Althouse—Credit Central Oper. Mgr.  
(Signature of Secured Party)

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO: 901 Security Blvd., Baltimore, Maryland 21207  
Name and Address

#15.50  
AA Co.  
2

Unrecorded 3229 - Add. 3k

265921

TO BE  SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_  
 NOT TO BE  NOT SUBJECT TO

FINANCING STATEMENT

1. Debtor(s):  
 SANTIAGO J. LAMBERT,  
 Name or Names—Print or Type  
 7781 NOTLEY RD PASADENA MD 21122  
 Address—Street No., City - County State Zip Code

PATRICIA M. LAMBERT,  
 Name or Names—Print or Type  
 7781 NOTLEY RD PASADENA MD 21122  
 Address—Street No., City - County State Zip Code

2. Secured Party:  
 SEARS, ROEBUCK & CO.  
 Name or Names—Print or Type  
 6630 N. WICHITA AVE GLEN BURNIE MD 21061  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).  
Bow WINDOW

4. If above described personal property is to be affixed to real property, describe real property.

RESIDENTIAL DEEDLING  
7781 NOTLEY RD PASADENA MD 21122

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.  
7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

*Santiago J. Lambert*  
 (Signature of Debtor)  
 SANTIAGO J. LAMBERT  
 Type or Print

*Patricia M. Lambert*  
 (Signature of Debtor)  
 PATRICIA M. LAMBERT  
 Type or Print

*Sears Roebuck & Co.*  
 (Company, if applicable)  
 SEARS, ROEBUCK & CO.  
 (Signature of Secured Party)  
 J. D. Althouse-Credit Central Oper. Mgr.  
 Type or Print (Include title if Company)

MAIL TO: 6901 Security Blvd., Baltimore, Maryland 21207  
Name and Address

Mailed to Secured Party

115.50  
AA Co.  
2

205022

BOOK 507 PAGE 525

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) name (Last Name First) and address(es)  
 Miklasz, Joseph A t/a  
 St. Francis Orchard  
 Disney Road  
 Severn, Md 21144

2 Secured Party(ies) name and address(es)  
 JOHN DEERE COMPANY  
 P O Box 65090  
 West Des Moines IA 50265

3 Maturity date (if any) (leave blank)  
 For Filing Office (Date, Time, Number, & Filing Office)

RECORD FEE 12.00  
 POSTAGE .50  
 631000 0040 201 110:22  
 FEB 7 87

The amount of indebtedness secured under this financing statement at the time of its filing exceeds \$200.00

4. This financing statement covers the following types (or items) of property:

1 N JD 2350 tractor, Hi-Lo serial #L02350T587734  
 1 N JD 245 loader, 85" bucket #00245X012136  
 1 N BEFCO 582-232 82" tiller #115178-50071

DISTRIBUTION SERVICE CENTER FORMS PURCHASING

ANNE ARUNDEL

Proceeds of Collateral are also covered.  Products of Collateral are also covered.

FILED WITH  Sec. of State  Other (Indicate Office)

This instrument prepared by Secured Party at Secured Party's above mentioned address.  
 The carbon impressions of our signatures on copies of this Financing Statement shall constitute signatures on such copies.

ST. FRANCIS ORCHARD

By Joseph A Miklasz t/a St Francis Orchard Signature of Debtor(s)

By John Deere Company Signature(s)

FILING OFFICER COPY - ALPHANUMERICAL

STANDARD UNIFORM COMMERCIAL CODE UCC-1 UCC-9A STOCK 7/82

Mailed to Secured Party

120

AA Co. 1150

BOOK 507 PAGE 526

3260 6

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

205923

**FINANCING STATEMENT**

**Knights Investigations Inc.**

1. LESSEE(S)	Name or Names - Print or Type			
	519 Oakmont Court		Arnold, MD 21012	
	Address - Street No.		City - County	State Zip
2. LESSOR	L-J Leasing Company 600 Reisterstown Road		Baltimore	Maryland 21208

3. This Financing Statement covers the following types of property. (Describe) (Attach separate list if necessary)

1- Panasonic FP1520 and FX2500P Copier sn\_KFE2558876

RECORD FEE 11.00  
 POSTAGE .50  
 401002 0140 01 110425  
 FEB 7 87  
 TB

- 4. If above described personal property is to be affixed to real property, describe real property.
- 5. If collateral is crops, describe real estate.
- 6. Proceeds of collateral are covered.
- 7. Products of collateral are covered.

Mailed to Secured Party

LESSEE(S): **Knights Investigations Inc.** LESSOR: L-J Leasing Company

By: [Signature] By: [Signature]  
 Signature of Lessee Signature of Lessor

Guy I. WINER Pres. Louise E. Neutze, Mgr.

\_\_\_\_\_  
 Signature of Lessee

\_\_\_\_\_  
 Type or Print

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To

L-J Leasing Company  
 P.O. Box 21472  
 600 Reisterstown Road

1150

COPY FOR FILING OFFICER

FINANCING STATEMENT

(Continuation - Termination - Assignment - Partial Release)

This Financing Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record:  Land  Financing Statement { Liber 470 Folio 57 File No. 250678

Date of Financing Statement January 30, 1984

NAME ADDRESS
1. Debtor(s) (or assignor(s)) No. Street City State
Patron Communications of Maryland, Inc.
1811 George Avenue, Annapolis, Maryland 21406
2. Secured Party (or assignee)
SOVRAN BANK / MARYLAND 6610 Rockledge Drive Bethesda, Maryland 20817

CHECK THE LINES WHICH APPLY

- 3. A. Continuation. The original financing statment between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.
C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the File Number shown above:

RECORD FEE 10.00
551603 0040 R01 710126
FEB 7 87
B

- D. Partial Release. The Secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

Secured Party:
SOVRAN BANK / MARYLAND
Dated: December 10, 19 86
By: Donald S. Gardiner
Type Name Donald S. Gardiner
Title Assist Vice President

Mailed to Secured Party

15

BOOK 507 PAGE 528

PG 5925

To Be Recorded In The Land Records  
And In The Chattel Records Of  
Anne Arundel County And Among The  
Financing Statement Records Of  
The State Department Of Assessments  
And Taxation.

Subject To Recording Tax On Principal  
Amount Of \$140,000.00 Which Was  
Paid To The Clerk Of The Circuit  
Court Of Anne Arundel County Upon  
The Filing Of A Deed Of Trust.

**FINANCING STATEMENT**  
(Maryland - U.C.C.-1)

1. **DEBTOR:**  
**RESIDENTIAL CONSTRUCTION, INC.**  
500 Palisades Boulevard  
Crownsville, Maryland 21032  
Attention: Arthur Bosley,  
President
2. **SECURED PARTY:**  
**BALTIMORE FEDERAL FINANCIAL, F.S.A.**  
300 East Lombard Street  
Baltimore, Maryland 21202  
Attention: Commercial Lending Division
3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:
  - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.
  - b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real

RECORD FEE 17.00  
POSTAGE .50  
420751 0777 001 111-13  
MS 6 87

B

1750

- property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
  - d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
  - e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
  - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
  - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
  - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
  - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto and consisting of 1 page, being the same property described in a Deed of Trust of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland

BOOK 507 PAGE 530

from the Debtor to the Trustees named therein for the benefit of the Secured Party.  
The Debtor is the record owner of the aforementioned real property.

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

**DEBTOR:**

RESIDENTIAL CONSTRUCTION, INC.,  
A Maryland Corporation

By: Arthur Bosley (SEAL)  
Arthur Bosley,  
President

Date: December 11, 1986

TO FILING OFFICER: After this Statement has been recorded, please return to:

Patrick Ash  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (DRN) 5960

5960  
R-01.21

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot No. 64 in a subdivision known as "Crofton Orchard," as per plat recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 102, at Plat 42.

BEING part of the same ground granted and conveyed by a Deed dated January 31, 1986, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4033, folio 182, from Woodbridge Construction Corporation unto the within named grantor.

Mailed to secured Party

STATE OF MARYLAND

BODN 507 PAGE 532

PR

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255861

RECORDED IN LIBER 483 FOLIO 238 ON March 12, 1985 (DATE)

1. DEBTOR

Name  PINES OF LAUREL CONSTRUCTION COMPANY

Address  4906 Decatur Street, Hyattsville, MD 20781

2. SECURED PARTY

Name  First Maryland Savings & Loan, Inc.

Address  8737 Colesville Road, Silver Spring, MD 20910

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> <b>TERMINATION</b> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00  
POSTAGE 50  
Mailed to Secured Party 150753 CTR 201 111-27  
FEB 6 87

\*Special Representative of the State of Maryland Deposit Insurance Fund Corporation, Receiver of First Maryland Savings & Loan, Inc.

First Maryland Savings & Loan, Inc.

Mailed to: Dated  January 21, 1987

By:  [Signature]   
(Signature of Secured Party)

MARATHON TITLE COMPANY, INC.  
9101 Cherry Lane, BLDG 204  
Laurel, Maryland 20708  10.50

Lucian Vandoren, \*   
Type or Print Above Name on Above Line

FINANCING STATEMENT FORM UC 21  
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK

Identifying File No. \_\_\_\_\_

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here.  NOT SUBJECT

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CHESAPEAKE TRAWLERS, INC.  
Address 2830 Solomons Island Road, Edgewater, MD 21037

2. SECURED PARTY

Name First Commercial Corporation  
Address 200 Sheffield Street, Mountainside, New Jersey 07092  
MIDLANTIC NATIONAL BANK, 2 Broad Street, Bldg., N.J. 07003  
Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00  
POSTAGE .50  
RECEIVED JAN 30 11:42

TB

3. Maturity date of obligation (if any) \_\_\_\_\_

FEB 6 87

4. This financing statement covers the following types (or items) of property: (List)

1986 38' Marine Trader Model Tradewinds Motor Yacht Fiberglass Hull #ETV38065J586  
1986 165 HP Volvo Diesel Twin Engines #41745 & #40928  
Home anchorage/winter Edgewater, Maryland

ASSIGNEE:  
Midlantic National Bank  
2 Broad Street  
Bloomfield, NJ 07003

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Millard H. Pierce, Jr. President*  
\_\_\_\_\_  
(Signature of Debtor)

Millard H. Pierce, Jr. President  
Chesapeake Trawlers, Inc.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

*First Commercial Corporation*  
\_\_\_\_\_  
(Signature of Secured Party)

First Commercial Corporation

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Mailed to Secured Party

1/2

507 PAGE 534

205923

**FINANCING STATEMENT**  
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK

Identifying File No. \_\_\_\_\_

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to tax...  
Non tax indicate amount of taxable debt here.  NOT SUBJECT

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing office for filing pursuant to the Uniform Commercial Code.

1. DEBTOR PIERCE, Millard H. Jr.  
Name Millard H. Pierce, Jr.  
Address 331 First Street, Annapolis, Maryland

2. SECURED PARTY  
Name First Commercial Corporation  
Address 200 Sheffield Street, Mountainside, N.J.  
MIDLANTIC NATIONAL BANK, 2 Broad Street, Bloomfield, N.J. 07003  
Mountainside, New Jersey 07093  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00  
FEB 3 1982

TB

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
1986 38' Marine Trader Model Tradewinds Motor Yacht Fiberglass Hull #ETY38065J586  
1986 165 HP Volvo Diesel Twin Engines #41745 & #40928  
Home anchorage/winter Edgewater, Maryland

ASSIGNEE:  
Midlantic National Bank  
2 Broad Street  
Bloomfield, NJ 07003

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*Millard H. Pierce, Jr.*  
\_\_\_\_\_  
(Signature of Debtor)  
Millard H. Pierce, Jr.

\_\_\_\_\_  
Type or Print Above Name on Above Line  
\_\_\_\_\_  
(Signature of Debtor)

*[Signature]*  
\_\_\_\_\_  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
Type or Print Above Signature on Above Line

1150

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 265929

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORDED FEE 11.00  
BOOK 507 PAGE 535  
FEB 6 87

1. DEBTOR

Name Twin Enterprises

Address 2711 Wron Way Glenburnie, Md. 21061

2. SECURED PARTY

Assignee of Secured Party  
KUBOTA CREDIT CORPORATION, USA

Name R. J. Richardson & Sons, Inc.

Address 6400 Windsor Mill Road

Baltimore, MD 21207

4444 SHACKLEFORD RD.  
NORCROSS, GEORGIA 30093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Kubota L2850DT7 Tractor Ser. # 53279  
Kubota BF500 Loader Ser. # 11932  
Vassar Def-24 Post Hole Digger HSH

Name and address of Assignee  
see above

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Matthew S. Fortman  
(Signature of Debtor)

MATHEW S. FORTMAN  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Mailed to Secured Party

W. E. Richardson, Pres  
(Signature of Secured Party)

W. E. Richardson  
Type or Print Above Signature on Above Line

11

FINANCING STATEMENT

Not Subject to Recordation Tax  
 Subject to Recordation Tax, Principal Amount is \$ \_\_\_\_\_

To Be Recorded in Land Records (For Fixtures Only) 265930

NAME	ADDRESS		
	No.	Street	City State
1. Debtors(s) Christopher K. Green	7200	Ritchie Hwy.	Glen Burnie, MD 21061

2. Secured Party  
CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201  
*See PLIT #*

3. This Financing Statement covers the following types (or items) of property:  
INVENTORY: The entire inventory of petroleum products at Crown Service Station MD-97 located at 7200 Ritchie Hwy., Anne Arundel County, Glen Burnie, MD 21061

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown Service Station MD-97

RECORD FEE 11.00  
POSTAGE .50  
#17048 0040 R02 T11:59  
-FEB 6 87

CHECK  THE LINES WHICH APPLY

4.  (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below.  
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below.

~~Title Owner of Real Estate: \_\_\_\_\_~~

5.  (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.  
 (If products of collateral are claimed) Products of the collateral are also covered.  
6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party ~~(or assignee)~~ at the address above stated.

Secured Party: CROWN CENTRAL PETROLEUM CORPORATION  
Debtor(s): *Christopher K. Green*  
By: Christopher K. Green

By: *J.G. Yawman*  
Type Name J.G. Yawman  
Title Assistant Secretary

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Type or Print Name and Title of Each Signature

Mailed to Secured Party

11.00  
.50

TB





FF  
Anne Arnold  
City

HQS

7/15

BOOK 507 PAGE 539

265952

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 11,500.00

If this statement is to be recorded in land records check here.

This financing statement Dated June 11, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Maryland Travel Corporation D.B.A. Severn Travel  
Address 650 Ritchie Hwy Severna Park Md 21146

2. SECURED PARTY

Name General Electric Credit Corp.  
Address 101 EAST RIDGE DR  
DANBURY CT 06810

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
One Honeywell Electronic Key Telephone System

"This financing statement is filed solely for notice and precautionary purposes and the filing hereof shall not be deemed evidence of any intention of the parties to create a security interest under the Uniform Commercial Code or to enter into other than a true lease transaction."

RECORD FEE 11.00  
H51339 0777 201 108:38  
FEB 9 87  
TB

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Kathleen Muller  
(Signature of Debtor)

KATHLEEN MULLER  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

Jackie Hanley  
(Signature of Secured Party)

JACKIE HANLEY 86-2614  
Type or Print Above Signature on Above Line

11/9

Mailed to Secured Party

**EQUIFAX  
SERVICES**

**SINGLE PROPERTY CHECK REPORT**

BOOK 507 PAGE 540

CAUTION TO CUSTOMER: In accordance with our agreement, this report is released with the understanding that the information reported is strictly confidential. Although secured from sources deemed reliable, the accuracy of the information is not guaranteed.

Acct. No. 431-108 File No.  
wendy  
8/20/86 18 18  
D & D ASSOCIATES

Location of property to be checked: 650 Ritchie Hwy  
Severna Pk, Md. 550 Ritchie Hwy County or Township: Anne Arundel Co

DEED RECORD (Recorder's Office—Grantee Index)

Grantee of record (Owner of property)	Grantor of record (From whom acquired)	Date of Instrument	Lot #	Block #	Book	Page
D&D Associates 650 Ritchie Highway Severna Park Md.	Ritchie at Cypress Assoc.	8/10/72	map 32	8	2513	007

(Give additional description of property if requested by customer's overprint.)

D&D Assoc. c/o Nicholas J. Kallis, 150 South Street, Annapolis, Md.  
1.0643 acres - parcel 0736 - org. deed of 9/22/67 liber 2108 folio 393

VALUATION (Tax Assessor's Office)

LAND: Assessed value	BUILDINGS: Assessed value	TOTAL Assessed value
\$ 184,880	\$ 1,090,120.00	\$ 1,275,000.00

MORTGAGES (Check here  if there are no mortgages.) (Recorder's Office—Grantor Index)

Amount	Date of instrument	Name & address of mortgagee	Terms	Book	Page
683,250	8/10/72	1st Natl. Bank of MD & BF Saul Mtg. Co. 8401 Connecticut Avenue Chevy Chase, Maryland	equal monthly terms	2513	009 thru 0037

REMARKS: Cover any unusual situation in connection with the checking of the records.

068/cm

Mailed to Secured Party

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260059

RECORDED IN LIBER 494 FOLIO 016 ON Jan. 21 '86 (DATE)

1. DEBTOR

Name Simmons, Stiles Bradley dba/ Golden Valley Farm
Address 5672 Nutwell Sudley Rd., Deale, MD

2. SECURED PARTY

Name John Deere Company
Address PO Box 4949, Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

10.00
.50
431340 6771 301 103:40
FEB 9 87

163

CHECK FORM OF STATEMENT

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes checkboxes and descriptive text for each option.

JOHN DEERE COMPANY

Dated 8 January 1987

Signature of Ronald T. Williams

Ronald T. Williams, Administrator
Type or Print Above Name on Above Line

Mailed to Secured Party

**STATE OF FLORIDA**  
**UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981**  
 THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

DEBTOR (Last Name First if a Person)  
 NAME **Crisler, Darlene S.**  
 1A **1837 Pleasant Plains Rd.**  
 MAILING ADDRESS **Annapolis, MD 21401**

THIS SPACE FOR USE OF FILING OFFICER  
 Date, Time, Number & Filing Office  
**507 PAGE 542**

**265953**

RECORD FEE 11.00  
 RECORD TAX 175.00  
 POSTAGE 1.50  
 TOTAL 187.50  
 FEB 9 1987  
**TB**

ONLY ONE NAME PER BOX

MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)  
 NAME **Van Werkhoven, William**  
 1B **1837 Pleasant Plains Rd.**  
 MAILING ADDRESS **Annapolis, MD 21401**

CITY STATE  
 MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)  
 NAME  
 1C MAILING ADDRESS

CITY STATE  
 SECURED PARTY (Last Name First if a Person)  
 NAME **Manufacturers Hanover Consumer**  
 2A **Services, Inc.**  
 MAILING ADDRESS **6001 Montrose Rd. Ste. 702**  
**Rockville, MD 20852**

Mailed to Secured Party

MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person)  
 NAME  
 2B MAILING ADDRESS

CITY STATE  
 ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)  
 NAME  
 3 MAILING ADDRESS

AUDIT UPDATE  
 VALIDATION INFORMATION

4. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required). If more space is required, attach additional sheets 8 1/2 x 11.  
 \* **1980 33.0' Moody, Official No. 631303 and 1980 23HP Volvo diesel engine along with extras including but not limited to VHF, Compass, Fathometer, Knotmeter, AM/FM stereo.**  
**Maryland recordation tax in the amount of \$175.00 is included.**

5. Proceeds of collateral are covered as provided in Sections 679.203 and 679.306, F.S.  
 6. Filed with **Anne Arundel County Clerk, MD**  
 7. No. of additional Sheets presented  
 8. (Check ) All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S., have been paid.  
 Florida Documentary Stamp Tax is not required.

9. This statement is filed without the debtor's signature to perfect a security interest in collateral. (Check  if still already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected  
 as to which the filing has lapsed  
 acquired after a change of name, identity, or corporate structure of the debtor or secured party.

10. (Check  if so)  
 Debtor is a transmitting utility  
 Products of collateral are covered

13. Return copy to:  
 NAME **MHCS**  
 ADDRESS **5201 W. Kennedy Blvd., Ste. 501**  
**Tampa, Fl. 33609**  
 CITY  
 STATE ZIP CODE

11. SIGNATURE(S) OF DEBTOR(S)  
*Darlene S. Crisler*  
**Darlene S. Crisler**  
*William van Werkhoven*  
**William van Werkhoven**  
 12. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE  
*Thylla Pruitt*  
**Manufacturers Hanover Consumer Services, Inc.**

265951

BOOK 507 PAGE 543

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)  
BAN GUARD SPORTSWEAR CO.,  
A TRADESTYLE OF  
K-S TRADING CORPORATION  
5195 Raynor Avenue  
Linthicum, Maryland 21090

2 Secured Party(ies) and address(es)  
CHEMICAL BANK  
110 E. 59th Street  
New York, N.Y.

3 Maturity date (if any)  
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00  
POSTAGE .50  
M51359 0717 H01 108137  
FEB 9 87

4 This financing statement covers the following types (or items) of property  
All present and future accounts, contract rights, general intangibles, instruments, documents, and chattel paper as defined in the Uniform Commercial Code wherever located and all returned and other goods relating thereto.

5 Assignee(s) of Secured Party and Address(es)  
TB  
B

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.  
Filed with  
Linthicum City, MD.

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional Sheets presented  
BAN GUARD SPORTSWEAR CO., A TRADESTYLE OF K-S TRADING CORPORATION  
CHEMICAL BANK  
By *[Signature]* Signature(s) of Debtor(s)  
By *[Signature]* Signature(s) of Secured Party(ies)  
(1) Filing Officer Copy-Alphabetical  
STANDARD FORM - FORM UCC-1.  
(For Use in Most States)

Mailed to Secured Party

265955

BOOK 507 PAGE 544

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es)  
BAN GUARD SPORTSWEAR CO.  
5195 Raynor Avenue  
Linthicum, Maryland 21090

2 Secured Party(ies) and address(es)  
CHEMICAL BANK  
110 E.59th Street  
New York, N.Y.

3 Maturity date (if any)  
For Filing Officer (Date, Time, Number, and Filing Office)  
RECORD FEE 11.00  
POSTAGE .50  
MAY 20 0777 AM 10:57  
FEB 9 87  
TB

4 This financing statement covers the following types (or items) of property:  
All present and future accounts, contract rights, general intangibles, instruments, documents, and chattel paper as defined in the Uniform Commercial Code wherever located and all returned and other goods relating thereto.

5 Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

Filed with  
Linthicum City, MD.

Check  if covered ~~XX~~ Proceeds of Collateral are also covered ~~XX~~ Products of Collateral are also covered No. of additional Sheets presented

BAN GUARD SPORTSWEAR CO.  
By [Signature]  
Signature(s) of Debtor(s)

CHEMICAL BANK  
By [Signature]  
Signature(s) of Secured Party(ies)  
(For Use in Most States)

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

265956

BOOK 507 PAGE 545

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) K-S TRADING CORPORATION 5195 Raynor Avenue Linthicum, Maryland 21090	2 Secured Party(ies) and address(es) CHEMICAL BANK 110 E. 59th Street New York, N.Y.	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE 50 MESSING CITY MD 21084 FEB 9 87 TB
4 This financing statement covers the following type(s) for item(s) of property: All present and future accounts, contract rights, general intangibles, instruments, documents, and chattel paper as defined in the Uniform Commercial Code wherever located and all returned and other goods relating thereto.		5 Assignee(s) of Secured Party and Address(es)
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected. Check <input checked="" type="checkbox"/> if covered. <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		Filed with Linthicum City
By <u>K-S TRADING CORPORATION</u>  Signature(s) of Debtor(s)	CHEMICAL BANK By <u>Richard Parker AS</u> Signature(s) of Secured Party(ies) (For Use in Most States)	

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

265957

BOOK 507 PAGE 546

ANNE ARUNDEL A 12/30

RECORD FEE 11.00  
POSTAGE .50  
USPS 74 OCT 201 109:46

FEB 9 87

TB

Buyer's (Debtor's) Name (Last name first) <i>Rolls, Harold S.</i>	Purchaser's Mailing Address <i>1090 Magothy Circle Cape St. Charles Md. 21401</i>	Zip Code <i>21401</i>
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address	Zip Code
Seller's Name <i>Finch Services, Inc</i>	Seller's Address <i>PO Box 565 Westminster Md 21152</i>	Zip Code

BUYER'S SOC. SEC. NO. (First Signer) *217-44-7831*

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No
1	N	JD	318	Trailer	114218X362411
1	N	JD	46	Mid Mower	1100596X556063

FINANCING STATEMENT  
FOR FILING

This statement is not to be recorded among the Land Records.

CHECK X ITEMS WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

Transaction ~~is~~ (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred \$ \_\_\_\_\_

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**  
POB 65090  
WEST DES MOINES, IA 50265

NOTE - Type name under each signature and if company, type name of company and name and title of authorized signer.

Mail to: **John Deere Company**  
P.O. Box 565 65090  
~~Syracuse, NY 13201~~ WEST DES MOINES, IA 50265

Debtor resides in Anne Arundel (County) MD (State) Note dated and signed 30 Dec 86 (Date) Debtor's Telephone No. 757-1074 <sup>301</sup>

*1850*  
Harold S. Rolls (Debtor's Signature) FINCH SERVICES (Seller's Name)  
Harold S. Rolls (Debtor's Signature) Donald S. Jackson (Seller's (Secured Party) Signature) DONALD S JACKSON

(Do not write below this line)

Mailed to Assignee

BOOK 507 PAGE 547

265953

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dollar Rent A Car

Address C/O Baltimore Washington International Airport Box 8636, Baltimore, Maryland 21230

2. SECURED PARTY

Name Chrysler Credit Corporation

Address P. O. Box 995, Greens Farms, Ct. 06436

6411 Ivy Lane #214, Greenbelt, Maryland 20770

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00  
POSTAGE .50  
BILLS CUT 109:47  
FEB 9 87

3. Maturity date of obligation (if any) \_\_\_\_\_

4: This financing statement covers the following types (or items) of property: (list)

see attached Exhibit A

"Attachment A Description of Types (or Items) of Property"

CHECK THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Dollar Rent A Car

*A. Arturo Rivera*  
(Signature of Debtor)

A. ARTURO RIVERA, PRESIDENT  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Chrysler Credit Corporation

*B. A. Chittick*  
(Signature of Secured Party)

B. A. Chittick - Branch Manager  
Type or Print Above Signature on Above Line

1150

Exhibit A

"Attachment A  
Description of Types (or Items) of Property"

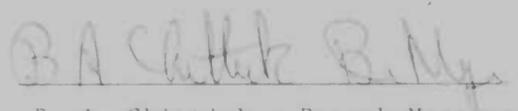
"This Financing Statement covers and the debtor hereby grants to the secured party a security interest in:

- 1) All Inventory of goods leased or to be leased, including but not limited to passenger cars, motor vehicles, motor trucks, mobile homes, campers and motor homes, all Chattel Paper, Accounts (whether or not earned by performance), Contract Rights and General Intangibles whether now owned or hereafter acquired, together with all additions and accessions thereto; and
- 2) All Proceeds of lease or sale or other disposition of all Inventory, Chattel Paper, Accounts (whether or not earned by performance), Contract Rights and General Intangibles including but not limited to Insurance Proceeds relating thereto, Money, Chattel Paper, Goods including without limitation motor vehicles received in trade, Contract Rights, Accounts whether or not earned by performance, Documents, Instruments, General Intangibles, Claims and Tort Recoveries relating thereto."

Dollar Rent A Car

  
A. Arturo Rivera

Chrysler Credit Corporation

  
B. A. Chittick - Branch Manager

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Washingtonian Car Rental, Inc. d/b/a Dollar Rent A Car  
Address 640 Baltimore Washington International Airport, Box 8636, Baltimore, Maryland 21240

2. SECURED PARTY

Name Chrysler Credit Corporation  
Address P. O. Box 995, Greens Farms, Ct. 06436  
6411 Ivy Lane #214, Greenbelt, Maryland 20770  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

see attached Exhibit A  
"Attachment A Description of Types (or Items) of Property"

RECORD FEE 12.00  
POSTAGE .50  
#51378 0777 ROL 109-48  
FEB 9 87  
TB

CHECK THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Washingtonian Car Rental, Inc. d/b/a  
Dollar Rent A Car  
[Signature]  
(Signature of Debtor)

A. ARTURO RIVERA, PRESIDENT  
Type or Print Above Name on Above Line  
[Signature]  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Chrysler Credit Corporation  
[Signature]  
(Signature of Secured Party)

B. A. Chittick - Branch Manager  
Type or Print Above Signature on Above Line

1050

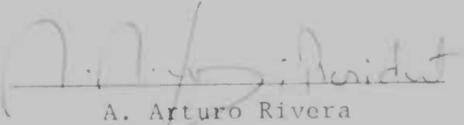
Exhibit A

"Attachment A  
Description of Types (or Items) of Property"

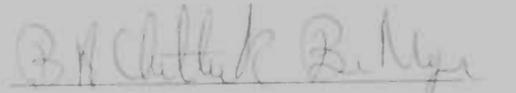
"This Financing Statement covers and the debtor hereby grants to the secured party a security interest in:

- 1) All Inventory of goods leased or to be leased, including but not limited to passenger cars, motor vehicles, motor trucks, mobile homes, campers and motor homes, all Chattel Paper, Accounts (whether or not earned by performance), Contract Rights and General Intangibles whether now owned or hereafter acquired, together with all additions and accessions thereto; and
- 2) All Proceeds of lease or sale or other disposition of all Inventory, Chattel Paper, Accounts (whether or not earned by performance), Contract Rights and General Intangibles including but not limited to Insurance Proceeds relating thereto, Money, Chattel Paper, Goods including without limitation motor vehicles received in trade, Contract Rights, Accounts whether or not earned by performance, Documents, Instruments, General Intangibles, Claims and Tort Recoveries relating thereto."

Washingtonian Car Rental, Inc.  
d/b/a Dollar Rent A Car

  
A. Arturo Rivera

Chrysler Credit Corporation

  
B. A. Chittick - Branch Manager

Mailed to Secured Party

MARYLAND FINANCING STATEMENT

205960 UCC-1

~~Not~~ Subject to Recordation Tax
Recordation Tax of \$ \_\_\_\_\_ on
Principal Amount of \$ \_\_\_\_\_ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer
File No.: \_\_\_\_\_
Record Reference: \_\_\_\_\_
Date & Hour of Filing: \_\_\_\_\_

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1 DEBTOR William Lindsay T/A K & L Car Care Ctr
(Name or Names)
7621 Baltimore-Annapolis Blvd, Glen Burnie Md 21061
(Address)

DEBTOR \_\_\_\_\_
(Name or Names)
(Address)

2 SECURED PARTY: Laureldale Leasing Associates
(Name or Names)
16S. Calvert St, Baltimore Md 21202
(Address)

3 ASSIGNEE (if any)
of SECURED PARTY: Maryland National Bnak,
(Name or Names)
10 Light St., Baltimore, MD 21202
(Address)

4 Financing Statement covers the following types (or items) of property:

1-Allen Engine Anlayzer
Model #
Serial #A5K-05912/B5K-92738

RECORD FEE 12.00
MILLIT CITY MD 109-46
FEB 9 87

TB

5 The above described goods are affixed to, or are to be affixed to the following described real estate:

6 Proceeds of Collateral are covered hereunder: Yes [X] No [ ]
Products of Collateral are also covered: Yes [ ] No [ ]

DEBTOR(S):
William Lindsay T/A K & L Car Care Ctr
By: William Lindsay Owner
William Lindsay owner
(Type or print name of person signing)

SECURED PARTY:
Laureldale Leasing Associates
By: [Signature]
(Type or print name of person signing)

By: \_\_\_\_\_
(Title)
(Type or print name of person signing)

Return PLEASE RETURN TO:
Data File Services
1728 Olympic Boulevard
Santa Monica, CA 90404

Mailed to Assignee

11200  
County  
Anne Arundel

HCS

3150591

BOOK 507 PAGE 552 DEC 24 1986

STATE OF MARYLAND

205061

FINANCING STATEMENT FORM 500.1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording, use ink to indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Produce Restaurant & Supply  
Address 15 Lee Street Annapolis, Md. 21401

2. SECURED PARTY

Name GECC  
Address PO Box 8300 101 East Ridge Drive  
Stamford, Ct. 06904 Danbury, Ct 06810  
Person And Address To Whom Statement Is To Be Returned if Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One Honeywell Electronic Key telephone system

RECORD FEE 11.00  
POSTAGE .50  
RECEIVED CTM 01 109269  
FEB 9 87

TB

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

ph

Robert Graybeal  
(Signature of Debtor)

cp# 86-5632

Robert Graybeal  
Type or Print Above Name on Above Line

Darlene Paulsen  
(Signature of Secured Party)

\_\_\_\_\_  
(Signature of Debtor)

Darlene Paulsen  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
Type or Print Above Signature on Above Line

RECORDATION TAX HAS BEEN PAID TO THE STATE

Mailed to Secured Party

PK

STATE OF MARYLAND

BOOK 507 PAGE 553

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256104

RECORDED IN LIBER 483 FOLIO 595 ON April 11, 1985 (DATE)

1. DEBTOR

Name Prism Photo, Terry Dold

Address 160 Richie Hwy., Severna, Maryland 21146

2. SECURED PARTY

Name Sogelease Corporation

Address 50 Rockefeller Plaza

New York, New York 10020

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>

RECORD FEE 10.00  
POSTAGE .50  
#51386 0777 001 109-54  
FEB 9 87



Mailed to Secured Party

Dated 01/05/87

K. Adams  
(Signature of Secured Party)

K. Adams  
Type or Print Above Name on Above Line

10- SD

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any): Anne Arundel

1. Debtor(s) (Last Name First) and address(es)

Prestofoto, Inc.  
128 Main Street  
Annapolis, MD

239875

2. Secured Party(ies) and address(es)

Midlantic National Bank  
2 Broad Street  
Bloomfield, N.J. 07003

For Filing Officer (Date, Time and Filing Office)

RECORDS FEE 10.00  
POSTAGE 50  
WEISSER CITY ROL TOP 55  
FEB 9 87

Liber 2X 491 Pg 268

4. This statement refers to original Financing Statement bearing File No. 239875

Filed with Anne Arundel City Date Filed 6/82 1982

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Continuation of original UCC I filing

No. of additional Sheets presented: \_\_\_\_\_

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

Midlantic National Bank  
By: [Signature]  
Signature(s) of Secured Party(ies)  
Robert J. Meek, AC

(1) Filing Office Copy - Alphabetical

STANDARD FORM - FORM UCC-3

10 50

Mailed to Secured Party

205962

BOOK 507 PAGE 555

THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

ARTHUR J. & WILLETTE REYNOLDS  
7810 Citadel Drive  
~~XXXXXXXXXXXXXXXXXX~~  
Severn, MD 21144

2 Secured Party(ies) and address(es)

D.S. REMODELING  
7518 Seven Mile Lane  
Pikesville, Md. 21208

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00  
POSTAGE 50  
751889 0777 201 109-514  
FEB 9 87

4 This financing statement covers the following types (or items) of property

New Kitchen

5 Assignee(s) of Secured Party and Address(es)

Barclay American Financial  
1350 Piccard Drive  
Rockville, Maryland 20850

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented

Filed with: CLERK OF COURT FOR BALTIMORE ANNE ARUNDEL COUNTY (NOT SUBJECT TO RECORDATION TAX)

*Arthur J. Reynolds*  
ARTHUR J. REYNOLDS

By *Willette Reynolds*  
WILLETTE REYNOLDS (s) of Debtor(s)

By *David Syzlic*  
DAVID SYZLIC, PRESIDENT (Signature) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

111 Filing Office Code - Baltimore  
Whse Cont 11179008

Mailed to Secured Party

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 507 PAGE 556  
Identifying File No. 265963

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 11-28-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00  
POSTAGE .50  
451372 6777 801 110:00

1. DEBTOR

Name Annapolis 4A Rental & Sales  
Address 1919 Lincoln Drive, Annapolis, MD 21401

2. SECURED PARTY

ASSIGNEE

Name White Oak Equipment, Inc. J I Case Credit Corporation  
Address 1100 King's Highway P.O. Box 29905  
Fredericksburg, VA 22405 Columbus, OH 43229

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 New Case Backhoe/Loader, Model 580E, Serial #-17038868.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Assignee

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Name on Above Line

Kenneth R Wagner  
(Signature of Debtor)

KENNETH R WAGNER  
Type or Print Above Signature on Above Line

White Oak Equipment, Inc.

(Signature of Secured Party)

by J. D. Fisher, J. M.  
Type or Print Above Signature on Above Line

11-

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 597 PAGE 557

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

265961

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Joan G. Moreland, Ross E. Moreland, Dale H. Moreland  
Address 4834 Muddy Creek Road Gatesville MD 20765

2. SECURED PARTY

Name Telmark Inc.  
Address P.O. Box 4943 Syracuse NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 New White 2-110  
Farm Tractor  
SN# 400 475

Name and address of Assignee  
RECORD FEE 13.00  
#51393 CTT 01 110101  
FEB 9 87  
TB

This is a lease transaction. This filing is for informational purposes only.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

*[Signature]*  
(Signature of Debtor)

Mailed to Secured Party

Joan G. Moreland  
Type or Print Above Name on Above Line

*[Signature]*  
(Signature of Debtor)

*[Signature]* Leasing Supervisor  
(Signature of Secured Party)

*[Signature]*  
Type or Print Above Signature on Above Line  
Ross E. Moreland, Dale H. Moreland.

Linda Henderson - Leasing Supervisor  
Type or Print Above Signature on Above Line

13

Identification 431 127

Dated Nov 6 80

265965

BOOK 507 PAGE 558

Frank J. G. Day  
Name or Names -- Print or Type

1. Debtor(s)

PO Box 310 (Anne Arundel) Annapolis Md  
Address - Street No. City-County State Zip Code

Sears, Roebuck and Co.  
Name or Names -- Print or Type

2. Secured Party

10301 Westlake Drive. Bethesda, Montgomery, MD. 20817  
Address - Street No. City-County State Zip Code

3. Maturity Date (If any) \_\_\_\_\_

RECORD FEE 10.00  
POSTAGE .50

4. Check Applicable Statement:

RECORD FEE 10.00  
POSTAGE .50  
TOTAL \$10.50

- A. Continuation .....  
The original financing statement between the forgoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- B. Partial Release .....  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: \_\_\_\_\_
- C. Assignment .....  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:
- D. Other: Termination..... XX  
(Indicate whether amendment, termination, etc.) TERMINATION

FEB 9 87

Dated: 12-30-86

SEARS, ROEBUCK and CO.  
Name of Secured Party

[Signature]  
Signature of Secured Party

C.W. Scheer - Credit Central Mgr.  
D.M. Kielkucki - Operating Mgr.  
Type or Print (Indicate Title)

10/40

Mailed to Secured Party

265966

BOOK 507 PAGE 559

18

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)
Duncan, Carl J. DBA American Coffee, Co. 259 Ullman Road Pasadena, MD 21122	VSA - Mid Atlantic 509 Sharptown Road Bridgeport, NJ 08014

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00  
POSTAGE 50  
VOLKERS CITY RO1 110:02

FEB 7 87

4. This financing statement covers the following types (or items) of property:

Not subject to Recordation Tax

13 Newco Brewers #RC2  
2 Newco Brewers #CW3AF

Serial #'s Rc2 J65518, J65520, J65519, J65517, 58951, 58945  
J60429, J66428, J66431, J66446, J66440, J66450  
J66442

CW3AF 1363, 1364

5. Assignee(s) of Secured Party and Address(es)

FIRESTONE FINANCIAL CORP.  
38 Glen Avenue  
P.O. Box 789  
Newton Centre, MA 02159

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered;  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Duncan, Carl J, dba American Coffee, Co. VSA, INC. dba VSA-Mid Atlantic

By: *Carl J. Duncan* Signature(s) of Debtor(s)

By: *Karen Lynn Adams* Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

105 50

Mailed to Assignee

265967

BOOK 507 PAGE 560

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es):

2. Secured Party(ies) Address(es) And Name(s):

4. For Filing Officer: Date, Time, File No., Filing Office:

David R. Talbott III  
1102 North Poplar Road  
Annapolis, Maryland 21401  
(in ANNE ARUNDEL COUNTY)

John C. Louis Co., Inc.  
1805 Cherry Hill Road  
Baltimore, Maryland 21230

RECORD FEE 11.00  
POSTAGE .50  
051378 CTTI 01 130-04

19

7. This Financing Statement covers the following types or items of collateral:

(Describe real estate, including record owner if item 6 is applicable)

ONE MELROE BOBCAT LOADER, MODEL M843, SERIAL NO. 24348, WITH 66" BUCKET WITH TEETH AND FLOTATION TIRES.

5. Assignee(s) of Secured Party, Address(es):

Clark Equipment Credit Corporation  
128 East Front Street  
Buchanan, Michigan 49107

6.  The described crops are growing or to be grown on the real property described in Item 7.

The described goods are or are to be affixed to the real property described in Item 7.

FILING OFFICER PLEASE NOTE: THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX. DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.

Filed with:  Sec. of State  Filing Office of \_\_\_\_\_ County/City

8. Signatures:

David R. Talbott III

John C. Louis Company, Inc.

By

*David R. Talbott III*

By

*W. Davison*

Debtor(s) [or Assignor(2)]

Secured Party(ies) [or Assignee(s)]

FINANCING STATEMENT

THIS INSTRUMENT PREPARED BY SECURED PARTY AND ASSIGNEE OF SECURED PARTY.

FORM UCC

1

(2) Filing Officer Copy -- Alphabetical

Mailed to Assignee

265963

BOOK 507 PAGE 561

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

STATE CORPORATION COMMISSION  
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)  
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

RECORD FEE 12.00  
POSTAGE .50  
12/23/86 0711 PM 110-04  
TB

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.  
No other name will be indexed.

Randall Thomas Faber  
Betty Jane Faber  
Lot B-5 Holiday Mobile Estates  
Jessup, Maryland 20794

Check the box indicating the kind of statement.  
Check only one box.

- ORIGINAL FINANCING STATEMENT
  - CONTINUATION-ORIGINAL STILL EFFECTIVE
  - AMENDMENT
  - ASSIGNMENT
  - PARTIAL RELEASE OF COLLATERAL
  - TERMINATION
- FEB 9 87

Name & address of Secured Party

United Savings Bank  
11419 Sunset Hills Rd.  
Reston, Va. 22090

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered ( )

Description of collateral covered by original financing statement

1987 Nashua, 70X14, 2BR., serial #17023

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Mailed to \_\_\_\_\_

Describe Real Estate if applicable:

*Randall Thomas Faber*  
*Betty Jane Faber*  
Signature of Debtor if applicable (Date) 12-23-86

*Ferris B...* 12/23/86  
Signature of Secured Party if applicable (Date)

FILING OFFICER COPY

Revised 7-1-82

NOT USED

507-562

Feb. 9, 1987

MARYLAND FINANCING STATEMENT

- Not Subject to Registration Tax
- Registration Tax of \$ \_\_\_\_\_ on \_\_\_\_\_  
Principal Amount of \_\_\_\_\_ is enclosed  
(Has this tax been paid by the filer/lessor/owner?)

For Filing Officer	
Filer No.	_____
Record Reference	_____
Date & Hour of Filing	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1 DEBTOR Jim's Air Tools and Equipment of Baltimore, Inc.  
(Name of Debtor)  
823 Fairview Avenue, Linthicum Heights, MD 21090  
(Address)

DEBTOR J&J Contracting, Inc.  
(Name of Debtor)  
873 Fairview Avenue, Linthicum Heights, MD 21090  
(Address)

2 SECURED PARTY ATLANTIC INDUSTRIAL CREDIT CORPORATION  
(Name of Secured Party)  
Equitable Bank Bldg., 8767 Satyr Hill Rd., Baltimore, MD. 21234  
(Address)

3 ASSIGNEE (if any) of SECURED PARTY BALTIMORE FEDERAL FINANCIAL F.S.A.  
Box 116 FAYETTE + ST. PAUL STS. BALTO. MD. 21203  
(Address)

4 This Financing Statement covers the following items (in kind of security):

One hundred ninety three - Mast Sections for Access Engineering  
 (193) Elevating Work Platforms

Four (4) - Access Work Platforms, S/N's 169, 180, 207, 258

REGISTRATION FEE 12.00  
 851404 0777 001 110:08  
 FEB 9 87

*B*

5. The above described goods are affixed to or are to be affixed to the following described real estate:

Mailed to \_\_\_\_\_

- 6 Proceeds of Collateral are covered hereunder Yes  No
- Products of Collateral are also covered Yes  No

DEBTOR(S)  
Jim's Air Tools and Equipment of Baltimore, Inc.  
 By James W. Goode, President  
JAMES W. GOODE, PRESIDENT  
(Type or print name of person signing)

SECURED PARTY  
ATLANTIC INDUSTRIAL CREDIT CORPORATION  
 By Robert E. Polack, President  
ROBERT E. POLACK, PRESIDENT  
(Type or print name of person signing)

J&J Contracting, Inc.  
 By James W. Goode, President  
JAMES W. GOODE, PRESIDENT  
(Type or print name of person signing)

Return To ATLANTIC INDUSTRIAL CREDIT CORPORATION  
Equitable Bank Bldg., 8767 Satyr Hill Rd., Baltimore, MD. 21234

*J*

*P*

FINANCING STATEMENT

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): HGP & Associates  
Address: 302 S. Central Avenue  
Baltimore, Maryland 21202

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: 8701 Georgia Avenue /  
Silver Spring, Maryland 20910 /  
210 E. Lombard Street  
Baltimore, Maryland 21202

3. This Financing Statement covers the following types (or items) of property:

See attached.

RECORD FEE 14.00  
POSTAGE .50  
REG-405 8777 RD1 110:07

FEB 9 87

TB

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate, include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): HGP & Associates  
*Harry P. Pappas*  
Harry P. Pappas, General Partner  
*James N. Pappas*  
James N. Pappas, General Partner  
*Steven A. Thomas*  
Steven A. Thomas, General Partner

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
By: *Henry Fleming*  
Henry Fleming, Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Mailed to Secured Party

14.50

**THIS FINANCING STATEMENT** covers all of the debtor's leases, including without limitation the right to collect any and all lease payments, and any and all proceeds of sale or other dispositions of all or any of the leases. This shall include but not be limited to the following leases and any substitutions or additions thereof:

Lease made June 16, 1981 by and between HGP Associates and The Essex Company;

Lease made August 1, 1986 by and between HGP & Associates and Maryland Water Beds, Inc.;

Lease made August 8, 1986 by and between HGP & Associates and House of Tropicals, Inc.;

Lease made August 20, 1986 by and between HGP & Associates and Joseph M. Levine and Consuela V. Levine;

Lease made September 22, 1986 by and between HGP & Associates and J. C. Ehrlich Co., Inc.

Nothing contained in this agreement shall impose upon the bank any of the liabilities or obligations of the debtor.

\*\*\*\*\*

Mailed to Secured Party

265971

BOOK 507 PAGE 566

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First and Address(es))

Hughes, Zellig & Wilson, P.A.  
517 Benfield Road  
Severna Park, Maryland 21146

(2) Secured Party(ies) (Name(s) and Address(es))

Dominion Bank of Maryland, N.A.  
Route #3, P.O. Box 300  
Millersville, Maryland 21108

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

RECORD FEE 11.00  
831405 0777801 110710

FEB 9 87

(5) This Financing Statement Covers the Following types [or items] of property.

\*\*NO RECORDATION TAX\*\*  
(Conditional Sale)

See Attached "Schedule A"

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Hughes, Zellig & Wilson, P.A.

(By) *[Signature]*  
Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Numerical 11-

Secured Party(ies) [or Assignees]

Dominion Bank of Maryland, N.A.

(By) *[Signature]*

Signature of Secured Party Permitted in Lieu of Debtor's Signature:  
(1) Collateral is subject to Security Interest In Another Jurisdiction and

Collateral Is Brought Into This State  
 Debtor's Location Changed To This State

(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

SCHEDULE A

- (3) IBM XT's, 20MB
- (3) IBM XT keyboards
- (3) mono adapters
- (3) mono displays
- (3) proprinters
- (3) cables
- (1) Alloy FT-60
- (1) FT controller
- (1) 20MB hard drive
- (1) 150-watt Generiz power supply

Mailed to Secured Party

Anne Arundel County

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 256997 Dated June 12, 1985

Record Reference Liber 486, Page 95

2. DEBTOR is:

Name: G & M Food Corporation (Last Name First)

Address: 21 Pocono Drive, Arnold, Maryland 21012

RECORD FEE 11.00  
POSTAGE .50

3. SECURED PARTY is:

Name: Mercantile-Safe Deposit and Trust Company

Address: 2 Hopkins Plaza, Baltimore, Maryland 21201

851607 CTR 01 110412  
FEB 9 87



The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:

Benjamin A. Neil & Associates  
3500 Bank Street  
Baltimore, Maryland 21224

SECURED PARTY:  
Mercantile-Safe Deposit  
and Trust Company

Date: December 29, 1986

By: Stephen D. Palmer, (Title)  
Assistant Vice President

UCC-7

10/30

Mailed to Secured Party

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 507 PAGE 569 265972  
Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Future Medical, A Division of Trimed, Inc.  
Address 2400 Crofton Blvd., Crofton, Maryland 21114

2. SECURED PARTY

Name NCNB FINANCIAL SERVICES, INC.  
Address P. O. Box 30533, Charlotte, NC 28230

RECORD FEE 12.00  
55110 0777 801 110 14  
85 9 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

TB

- 3. Maturity date of obligation (if any) \_\_\_\_\_
- 4. This financing statement covers the following types (or items) of property: (list)  
See Exhibit A attached hereto and made a part hereof.

NOT SUBJECT TO RECORDATION TAX

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Future Medical, A Division of Trimed, Inc.

Mailed to Secured Party

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Name on Above Line  
Robert R Burns, President  
(Signature of Debtor)

Robert R. Burns, President  
Type or Print Above Signature on Above Line

NCNB FINANCIAL SERVICES, INC.  
David W. Weaver (Loan Administration Officer)  
(Signature of Secured Party)  
David W. Weaver, Loan Administration Officer  
Type or Print Above Signature on Above Line

507 569 - A

EXHIBIT A

(a) All of the Debtor's present and future accounts, accounts receivable, contract rights, checks, notes, drafts, acceptances, instruments, chattel paper, rental receivables, installment payment obligations, general intangibles, and all other obligations for the payment of money created by the Debtor or acquired by the Debtor from others, all cash and non-cash proceeds thereof, and all contracts, documents, invoices, and other instruments evidencing the same, all security and guaranties therefor, and all of the Debtor's rights to any property sold or leased which is represented thereby;

(b) All of the Debtor's now owned or hereafter acquired reserves, balances, deposits, property of the Debtor coming into possession of the Secured Party, choses in action, general intangibles and all of the Debtor's books and records relating to the collateral described in this financing statement, and all proceeds of the foregoing property;

(c) All of the Debtor's now owned or hereafter acquired inventory of all kinds and all forms of merchandise in which the Debtor may have an interest, including all finished and unfinished merchandise, work in process, raw materials, materials and supplies of every nature used or usable in connection with the manufacturing, packing, shipping, advertising or sale of such merchandise, all such items in transit or in the Debtor's constructive, natural or exclusive possession or not, or held by the Debtor or owed for the Debtor's account and wherever the same may be located, including but not limited to, inventory which may be on the premises of any carriers, holding agents, warehousemen, vendors, finishers or processors or other third parties who may have possession of such items, and all documents of title relating to such items, the cash and non-cash proceeds thereof, including, but not limited to proceeds realized from the sale of such items and insurance proceeds; and

(d) All of the Debtor's now owned or hereafter acquired machinery, equipment, vehicles, rolling stock, furnishings, furniture, fixtures, and all other personal property, wheresoever located, together with all replacements, substitutions, accessories, accessions, additions, tools and parts thereto and all proceeds therefrom, including insurance proceeds.

(e) All of the Debtor's present and future right, title and interest, as lessor, in and to all equipment lease agreements entered into or to be entered into by the Debtor (the "Leases") for the leasing of equipment now owed or to be hereafter acquired by the Debtor (the "Equipment") including, without limitation, all rents, income, profits and other amounts (including proceeds of the sale of the Equipment or any portion thereof) arising from such leases, their options and renewals together with all proceeds of the foregoing.

The addresses at which some of the above described collateral may be located from time to time include, without limitation, the following addresses:

2400 Crofton Blvd.  
Crofton, MD 21114

3256 Tidewater Drive  
Norfolk, VA 23509

507-570

# not used

s/b land

265971

BOOK 507 PAGE 571

FINANCING STATEMENT

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Name of Debtor(s) (or Assignor) and address:

Douglas Margerum  
8224 14th Avenue  
Langley Park, MD 20783

2. Name of Secured Party (or Assignee) and address:

Second National Building and Loan, Inc. attn: Mary Ann Craven  
Route 50 & Phillip Morris Drive  
Post Office Box 2558  
Salisbury, MD 21801

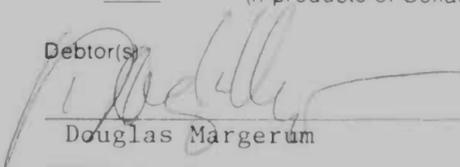
RECORD FEE 11.00  
POSTAGE .50  
NOV 14 11:14 AM '87  
FEB 9 '87

3. This Financing Statement covers the following types (or items) of property:

The assignment of all partnership rights of the debtor in Quebec Arms Limited Partnership. The secured party shall have all rights under this assignment including but not limited to the sale of the property hereby assigned upon the default in the payment of the note by the debtor. OK

4. Check the statements which apply, if any, and supply the information indicated:

- The underlying secured transaction is not subject to recordation tax
- The underlying secured transaction is subject to recordation tax on the principal amount of \$ \_\_\_\_\_
- (If collateral is crops—describe real estate and give name of record owner. Execute additional Financing Statements to file in each county involved)  
The above-described crops are growing or to be grown on: \_\_\_\_\_
- (If collateral is goods which are or are to become fixtures—describe real estate; include name of record owner, house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of this page)  
The above-described goods are affixed or to be affixed to: \_\_\_\_\_
- (If proceeds of collateral are covered). Proceeds of the collateral are also covered.
- (If products of Collateral are covered). Products of the collateral are also covered.

Debtor(s)  
  
\_\_\_\_\_  
Douglas Margerum  
\_\_\_\_\_  
\_\_\_\_\_

Secured Party  
  
BY: \_\_\_\_\_  
(Authorized Signature)  
Michael McGraw, Reg. Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

DATED December 31, 19 86

Mailed to Secured Party

1/30

285975

FINANCING STATEMENT - FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$350,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated May 7, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hardesty & Monroe, Inc.

Address 3078 Solomons Island Rd., Edgewater, Maryland 21037

2. SECURED PARTY

Name United Bank & Trust Company of Maryland

Address 9420 Pennsylvania Ave., Upper Marlboro, Maryland 20772

ATTENTION: D. Myers

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)
Assignment of lease; secondary assignment of business assets and leasehold improvements at 3078 Solomons Island Road, Edgewater, Maryland.
See attached assignments and security lease agreement.

RECORD FEE 33.00
RECORD TAX 2400.00
POSTAGE .50
301923 6771 28 110-24
FEB 9 87

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Hardesty & Monroe, Inc.

Marvin D. Hardesty
(Signature of Debtor)

Marvin D. Hardesty
Type or Print Above Signature on Above Line

Russell D. Monroe
(Signature of Debtor)

Russell D. Monroe
Type or Print Above Signature on Above Line

United Bank & Trust Co. of Maryland

Michael K. Kuhns
(Signature of Secured Party)

Michael K. Kuhns
Type or Print Above Name on Above Line

5/7/86
2450.50

Mailed to Secured Party

THIS ASSIGNMENT AND SECURITY AGREEMENT made this 7th day of May 1986 between MARVIN D. HARDESTY, BETTY G. HARDESTY, RUSSELL D. MONROE, GEORGETTA MONROE, and HARDESTY AND MONROE, INC., hereinafter called Debtor, and UNITED BANK AND TRUST COMPANY OF MARYLAND, hereinafter called Secured Party.

In consideration of Debtor's acknowledged indebtedness to Secured Party in the amount of Three Hundred Fifty Thousand Dollars and 00/100 (\$350,000.00) in the form of a loan, payable at \$2,916.67 plus accrued interest monthly until May 7, 1989 when the principal balance shall be due in full together with interest at 1% over the United Bank's prime rate, represented by the Promissory Note to Debtor, and for other good and valuable consideration, Debtor and Secured Party agree as follows:

1. Creation of Assignment and Security Interest

Debtor hereby grants to Secured Party a security interest in the collateral, described in Paragraph 2 of this Agreement, to secure the performance and payment of the sum of Three Hundred Fifty Thousand Dollars and 00/100 (\$350,000.00), and all liabilities of Debtor to Secured Party now existing or hereafter incurred, matured or unmatured, direct or contingent, and any renewals or extensions thereof and substitutions therefor, and Debtor does hereby assign to Secured Party all rights Debtor may have therein to the proceeds thereof.

2. Description of Collateral

The collateral of this Security Agreement and Assignment of rights thereto, herein referred to as the collateral, consists of property of Debtor's accounts receivable evidencing any right to payment for goods sold or leased or for services rendered, now existing or hereafter acquired and a continuing lien and security interest in and to all of the following property and interest in property of the Debtor, whether now owned or existing, hereafter acquired or arising, or in which Borrower now or hereafter has any rights, and wheresoever located: (a) Accounts; (b) Equipment; (c) Inventory.

The aforesaid property is further described on Schedule A which is attached hereto and incorporated herein by reference. The execution of this Agreement, without the necessity of further formality or writing, constitutes the creation of a security interest in all of Debtor's accounts receivable and the cash and non-cash proceeds thereof and all other assets described herein.

3. Debtor's Obligations and Undertakings

(A). Payment

1. Debtor shall pay to Secured Party the sum acknowledged or

any renewals or extensions thereof and any other obligations that now exist or may hereafter accrue from Debtor to Secured Party, including all future advances that may be made at the option of Secured Party as provided in this Agreement.

2. Debtor shall evidence to Secured Party in such form and at such intervals as Secured Party may request:

(a). The account balances and the nature and extent of those accounts receivable in which Debtor has rights;

(b). The name and address of all account debtors and reports with respect to payments on and aging of accounts receivable;

(c). Keep adequate records of the accounts receivable and such other records as Secured Party shall determine to be necessary;

(d). Shall allow Secured Party to examine, inspect and make abstracts from, or copy any of Debtor's books and records relating to accounts receivable or otherwise; and

(e). To arrange for a verification of accounts receivable directly with account debtors or by other methods.

(B). Warranties and Representations

Debtor warrants and covenants that:

1. The accounts receivable and other property assigned as collateral of Debtor are valid and enforceable obligations, legally incurred by the Debtor named therein, and are now owing to Debtor in the full amount thereof for goods actually sold or leased and delivered and accepted by such Debtor, or for services actually rendered under a valid contract between Debtor and such account debtors.

2. That he will pay the Promissory Note referred to herein according to its tenor.

3. There are and will be no setoffs or counterclaims of any nature whatsoever against the accounts receivable and other property listed in Schedule A.

4. Debtor is the lawful owner of the lease and has good right to pledge, sell, assign or transfer it.

5. The accounts receivable and other property listed in Schedule A are free from any liens and security interests of any nature whatsoever other than those at Farmers National Bank, Annapolis, Maryland.

6. The accounts receivable and other property listed in Schedule A will not be pledged, sold, assigned or transferred to any person other than Secured Party or in any way encumbered except to Secured Party.

7. Debtor will warrant and defend the accounts receivable against the lawful claims and demands of all persons.

(C). Performance of Agreement

Debtor shall perform all covenants and agreements set forth in this Security Agreement.

#### 4. Financing Statement

At the request of Secured Party, Debtor will join in executing or will execute, as appropriate, all necessary financing statements in a form satisfactory to Secured Party and will pay the cost of filing such statements, including all statutory fees. Debtor authorizes Secured Party to execute and file such documents on behalf of Debtor, without the signature of Debtor. Debtor warrants that no financing statement covering the collateral or any part thereof or any proceeds thereof is presently on file in any public office other than that of Farmers National Bank, Annapolis, Maryland.

#### 5. Reimbursement of Expenses

At the option of Secured Party and at any time, Secured Party may discharge taxes, liens, or interest on collateral, may perform or cause to be performed for and on behalf of Debtor any actions and conditions, obligations, or covenants that Debtor has failed or refused to perform, or may pay for the maintenance, repair, and preservation of collateral. All sums so expended shall bear interest from the date of payment at the rate of 16% per year, shall be payable at the address of Secured Party shown at the beginning of this Agreement, and shall be secured by this Agreement.

#### 6. Default

Upon occurrence of any of the following events, Debtor shall be in default under this Agreement:

(a). Any failure or neglect to comply with any of the terms, provisions, warranties or covenants of this Agreement;

(b). Any failure to pay the indebtedness when due, or such portion thereof as may be due, by acceleration or otherwise;

(c). Any warranty, representation, financial statement or other information given, or furnished to Secured Party by or on behalf of Debtor shall be, or shall prove to have been, false when so made, given or furnished;

(d). The issuance or filing of any attachment, levy, garnishment or other judicial process of or upon Debtor or any of the accounts receivable;

(e). Sale or other disposition by Debtor of any substantial portion of his assets or property, except in the ordinary course of business; or death, dissolution, termination of existence, insolvency, business failure, or assignment for the benefit of creditors of or by Debtor or any guarantor; or commencement of any proceedings under any state or federal bankruptcy or insolvency law or laws for the relief of debtors by or against Debtor or any guarantor; or the appointment of a receiver, trustee, court appointed, or otherwise, for all or any part of the property of Debtor or any guarantor;

(f). Secured Party deems the lease insufficient or itself insecure, in good faith believing that the prospect of

payment of the indebtedness or performance of this Agreement is impaired or shall fear deterioration, removal or waste of the lease.

7. Remedies

(a). Upon the occurrence of any of the foregoing, Secured Party may at its discretion and without prior notice to Debtor, or in the event of default of the indebtedness, upon five days notice to Debtor, declare any or all of the indebtedness to be immediately due and payable, and shall have and may exercise any one or more of the rights or remedies for which provisions are made herein, including without limitation the right to take possession and sell, lease or otherwise dispose of any or all of the lease and to offset against the indebtedness any amount owing by Debtor to Secured Party, after deduction of the reasonable attorneys fees and costs of collection of Secured Party, and Secured Party shall otherwise have all rights and remedies provided by the Maryland Uniform Commercial Code.

(b). At any time after the occurrence of a default, Debtor shall, at the request of Secured Party, notify the account debtors or obligors of the security interest of Secured Party and any lease in direct payment thereof to Secured Party. Secured Party may, itself, upon the occurrence of any default so notify and direct any such account debtor or obligor and may take control of any proceeds to which they may be entitled hereunder. For such purposes Debtor hereby constitutes and appoints Secured Party its true and lawful attorney, for Debtor and in Debtor's name, place and stead, to demand, receive, sue for and give acquittances for any monies due or to become due on any account receivable, and with respect to any account receivable assents to all extensions or postponements of the time of payment thereof or any other indulgence in connection therewith, to each substitution, exchange or release of lease, to the addition or release of any party primarily or secondarily liable, to the acceptance or partial payment thereon and the settlement, compromise or adjustment thereof, all in such manner and at such time or times as Secured Party shall deem advisable.

(c). The proceeds of any sale or other disposition of lease authorized by this Agreement shall be applied by sellers first upon all expenses authorized by the Uniform Commercial Code and then upon all reasonable attorneys fees and legal expenses incurred by Secured Party; the balance of the proceeds shall be applied on the payment of the indebtedness first to interest, then to principal; and the surplus, if any, shall be paid over to Debtor or to such other person or persons as may be entitled thereof under applicable law. Debtor shall remain liable for any deficiency which Debtor shall pay to Secured Party immediately upon demand.

8. Miscellaneous

This Agreement shall be binding upon and inure to the benefit of the parties hereto and respective heirs, executors, administrators, successors and assigns; nothing contained herein is intended, nor should it be construed to preclude Secured Party from pursuing any other remedy provided by law for the collection of the indebtedness or any portion thereof, or for the recovery of any other sums to which Secured Party may be or become entitled for the breach of this Agreement by Debtor. No waiver of default shall be effective unless in writing signed by all parties, and no waiver of any default or forbearance on the part of Secured Party in enforcing any of its rights under this Agreement shall operate as a waiver of any other default or the same default on a future occasion or of any such right. If any provision hereof shall be held invalid or unenforceable, such invalidity or unenforceability shall not effect any other provision hereof. The validity of this Assignment and Security Agreement and any portion thereof shall be determined under and shall be construed according to the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

UNITED BANK & TRUST COMPANY OF MARYLAND

By M. D. [Signature]  
Secured Party

Marna S. Hurdley (seal)  
Debtor

Russell D. Moore (seal)

Marna S. Hurdley (seal)

Betty K. Hurdley (seal)

Dorothy Moore (seal)

Russell D. Moore (seal)

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SCHEDULE OF DEPRECIATION  
FOR HARDESTY & MONROE

FOR THE YEAR ENDED DECEMBER 31, 1985

1510-77 1520-77

NO. PROPERTY IMPROVEMENTS	REF#	DATE ACQ/SOLD	COST BASIS	BASIS ADJ.	PRIOR DEPRECIATION REGULAR	DEPRECIATION BONUS	NEW/USED CR.	INV	SL LIFE	METHOD	CURRENT DEPREC		# OF MODS.	ACCUH DEPREC.
											REGULAR	BONUS		
1	BUILDING & IMP	1/01/62	7,476		7,476				10	SL				7,476 F
2	20,000 GAL TANK (2)	7/01/66	3,960		3,960				15	SL				3,960 F
3	25,000 GAL TANK	7/01/72	4,812		4,812				12	SL				4,812 F
4	4000 GAL TANK	7/01/75	1,500		984				15	SL	100			1,084
5	20,000 GAL TANK	7/01/77	2,284		1,640				10	SL	228			1,868
6	GAS PUMP	7/01/78	582		366				10	SL	58			424
7	IMPROVEMENTS	7/01/81	1,887		637				10	SL	189			826
8	ELECTRIC IMPROV	1/15/82	241		72				10	SL	24			96
TOTAL 30 IMPROVEMENTS			22,742		19,947						(599)			20,546

01/10/85 1985

01/10/85

BOOK

SCHEDULE OF DEPRECIATION  
FOR HARDESTY & MONROE

FOR THE YEAR ENDED DECEMBER 31, 1985

1550-77 1560-77

CM-86  
2-19-86

NO. PROPERTY	REF#	DATE ACQ/SOLD	CUST BASIS	BASIS ADJ.	PRIOR DEPRECIATION REGULAR	BONUS	NEW/USED	INV CR.	SL LIFE	METHOD	CURRENT REGULAR	DEPREC BONUS	# OF MOS.	ALCUM DEPREC.
50														
MACHINERY-AND-EQUIPMENT														
1		1/01/66	4,656		4,656				10	SL				4,656 F
2		1/01/78	2,914		1,772				10	SL	291			2,063
3		7/01/81	2,252		1,779				5	A-21	473			2,252 F
4		7/01/81	16,018		12,656				5	A-21	3,362			16,018 F
5		7/01/81	803		635				5	A-21	168			803 F
6		7/01/81	428		338				5	A-21	90			428 F
7		10/21/82	2,650		1,537				5	A-21	557			2,094
8		5/20/82	650		378				5	A-21	137			515
9		12/15/82	239		139				5	A-21	50			189
10		6/30/82	1,378		798				5	A-21	289			1,087
TOTAL 50 MACHINERY AND EQUIPMENT														
			31,988		24,688						5,417			30,105

11	Motor	1-24-85	600	30					5	A-15	86			86
12	Motor	2-28-85	395	30					5	A-15	56			56
13	Motor	2-28-85	395	30					5	A-15	56			56
14	Totals	8-05-85	550	30					5	A-15	78			78
			33,918								5,693			30,105

5693  
30,105  
1560-77



BOOK 507 PAGE 581

SCHEDULE OF DEPRECIATION  
FOR HARDESTY & MONROE  
FOR THE YEAR ENDED DECEMBER 31, 1985

1590-77 1/1500-77

PAGE 4

NO. PROPERTY	REF#	DATE ACQ/SOLO	COST BASIS	DASTS ADJ.	PRIOR DEPRECIATION		LW/LED	INV CR.	SL LIFE	METHOD	CURRENT DEPREC		# OF MOS.	ACCU. DEPREC.
					REGULAR	BONUS					REGULAR	BONUS		
90														
AUTOMOBILES AND TRUCKS														
1	2600	GAL TANK	7/01/75	5,001		4,940			10	SL	61			5,001 F
2	275	DODGE D900	7/01/76	13,680		13,680			5	SL				13,680 F
3	70	FORD TRACTOR	7/01/77	7,516		7,516			5	SL				7,516 F
4	76	DODGE C900	7/01/77	12,241		12,241			5	SL				12,241 F
5	76	FORD PANEL TR	7/01/77	4,256		4,256			5	SL				4,256 F
6	78	GMC TRACTOR	7/01/77	27,434		19,344			10	SL	2,743			22,087
7	7000	GAL HEIL TRAIL	7/01/78	2,500		1,560			10	SL	250-125			1,810-1685
10	71	FORD STAKE	7/01/78	1,457		1,457			5	SL				1,457 F
11	78	GMC VAN	7/01/78	5,825		5,825			5	SL				5,825 F
12	FORD	TANK WAGON	7/01/79	17,500		9,825			10	SL	1,750			11,575
13	79	DODGE VAN	7/01/79	9,053		4,755			7	SL	865			5,620
14	77	ASPERN	7/01/80	2,428		2,428			3	SL				2,428 F
15	77	VOLARE	7/01/80	3,650		3,650			3	SL				3,650 F
17		WATER TANK TRAILER	7/01/80	5,378		4,887			5	SL	491			5,378 F
18	73	GMC 9500 TRACTOR	7/01/80	10,569		9,789			5	SL	780			10,569 F
19	81	DODGE VAN	7/01/81	8,301		8,301			3	A-22				8,301 F
20	81	DODGE VAN	7/01/81	8,301		8,301			3	A-22				8,301 F
21		TRAILER	7/01/81	5,000		5,000			3	A-22				5,000 F
22	78	FORD LNT 9000	3/24/82	23,122		13,411			5	A-21	4,856			18,267
23	83	INTL TANK	10/21/82	51,132		29,657			5	A-21	10,738			40,395

W. J. 5/6  
5-1986

BOOK 507 PAGE 582

BOOK

SCHEDULE OF DEPRECIATION  
FOR HARDESTY & MONROE  
FOR THE YEAR ENDED DECEMBER 31, 1985

NO. PROPERTY	DATE ACQ/SOLD	COST BASIS	BASIS ADJ.	PRIOR DEPRECIATION REGULAR	BONUS	NEW/USED	INV CR.	SL LIFE	METHOD	CURRENT REGULAR	DEPREC BONUS	# OF MOS.	ACCUM DEPREC.
90	AUTOMOBILES AND TRUCKS												
24	83 FD F250 DUA21124	11,555	346	7,061		N	B	3	A-37	6,141			11,208
		540								3,491			9,643
25	77 GMC V587416	17,500	875	6,152		U	B	5	A-21				
		550								5,958			21,456
26	84 1H TANK EHA16650	34,864	1,493	10,498		N	B	5	A-21	798			2,204
27	60 TRAILER 1019NAM	4,000	200	1,406		U	B	5	A-21				
		570								3,581			9,679
28	84 GMC 3E7501661	9,978	299	6,098		N	B	3	A-37				
		580								6,359			10,542
29	79 GMC CJ9V628021	17,250	511	4,183		U	B	3	A-38				23,143
		600								10,943			
30	84 1H RHEHA64274	34,688	890	7,200		N	B	3	A-38				281,107
		610								57,686			281,232
TOTAL 90 AUTOMOBILES AND TRUCKS		351,179	4,620	213,421	10,000					57,686			281,232

GRAND TOTALS 423,786 4,729 200,956 10,000 66,148 346,106

31	85 8500 5000 15-100 Ford Bronco 6 cyl	36,196	1,810			U	B	5	A-15	5,158			5,158
										3,608			3,608
32	85 7500 Ford Bronco 6 cyl	25,321	1,266			U	B	5	A-15	214			214
33	88 7500 Ford Bronco 6 cyl	1,500	75			U	B	5	A-15	143			143
34	79 GMC TRAILER	1,000	50			U	B	5	A-15	2,636			2,636
SALES OF ASSETS		42,500											
75 Ford Bronco		13,687											
75 Ford Bronco		1,720											
79 GMC TRAILER		12,050	101										
79 GMC TRAILER		3,500	105										
79 GMC TRAILER		4,213											

1985

HARDESTY + MONROE  
 FUEL OIL DIV.  
 LIQUID INVENTORY  
 DATE 12/31/85

BOOK 507 PAGE 583

PRODUCT	GALLONS	PRICE PER GAL.	TOTAL
REG. GAS	16753	106.58	17855.35
N/L GAS	9132	110.58	10108.17
FUEL OIL	63559	54.90	34901.59
KERO-K1	19652	94.40	18552.48
KERO-K2	2932	91.90	2694.51
TOTALS			103,101.11

SCOT OF EDGEWATER  
 SERVICE-STATION  
 LIQUID INVENTORY  
 DATE 12/31/85

PRODUCT	GALLONS	PRICE PER GAL.	TOTAL
REG. GAS	6187	104.5	6465.42
N/L GAS	5678	107.5	61038.5
S/NL GAS	3976	118.0	46916.8
TOTALS			17,260.95

120,422.06

Inventory 1985

Green Spring Storage	10427.73
" " " "	482 <sup>BOOK</sup> 507 PAGE 584
" " " " Burner <sup>stat</sup>	2675.00
Oil Trailer #13	4656.98
Oil Trailer #13	5165.52
Seume Station	3793.12
Seume Station	1275.50
Seume Station (Bays)	5448.73
" " "	3703.00
Seume Station Truss	<del>15,228.10</del> 14358.10
OUTSIDE STORAGE - Tanks Boilers Freon	10,100.61
Burner #54	
41	
41	
47	
59	
38	
45	
50	
38	
38	
Burner Stake Room	9632.18
	10,128.70
Liquid	120,427.00

Mailed to Secured Party

701-422 #3

~~701-422 #3~~

265976

507 PAGE 585

Buyer's (Debtor's) Name (Last name first) <b>Dabay, David M.</b>	Purchaser's Mailing Address <b>1671 Old Annapolis Rd. Arnold, MD</b>	Zip Code
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address <b>21012</b>	Zip Code
Seller's Name <b>Annapolis 4A Rentals &amp; Sales</b>	Seller's Address <b>1919 Lincoln Dr., Annapolis, MD</b>	Zip Code <b>21401</b>

BUYER'S SOC. SEC. NO. (First Signer) **212-64-6261**

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No
1	N	JD	316	Lawn & Garden Tractor	M00 316 x 36 0 396
1	N	JD	46"	Mower Deck	

RECORD FEE \$11.00  
 REGISTRY .50  
 451424 (LIT) 301 110-25  
 FEB 9 87  
 (15)

**FINANCING STATEMENT  
FOR FILING**

This statement is not to be recorded among the Land Records.

CHECK X ITEMS WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

Transaction ~~is~~ (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred \$ \_\_\_\_\_

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**  
 PO Box 4949, Syracuse, NY 13221

**NOTE** - Type name under each signature and if company, type name of company and name and title of authorized signer.

Mail to: **John Deere Company**  
 P.O. Box 565 4949  
 Syracuse, N.Y. 13201 13221

Debtor resides in **Anne Arundel, MD** (County) Note dated and signed **12/12/86** (Date) Debtor's Telephone No. **(301)757-9387**

*David M. Dabay*  
 (Debtor's Signature)  
 David M. Dabay  
 (Debtor's Signature)

*Annapolis 4A Rental*  
 (Seller's Name)  
*David S. Graham*  
 Seller's (Secured Party) Signature David S. Graham.

(Do not write below this line)

Mailed to Assignee

1150

STATE OF FLORIDA  
**UNIFORM COMMERCIAL CODE — STATEMENT OF CHANGE — FORM UCC-3 REV. 1981**  
 THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Information in Items 1 and 2 must agree exactly with the original filing information or as previously amended.

DEBTOR (Last Name First if a Person)  
 NAME  
**1A DAVIN, Joseph M & Jane M.**

MAILING ADDRESS  
**11225 B. Avalanche Way**

CITY **Columbia** STATE **MD** 21044  
 (Last Name First if a Person)

MULTIPLE DEBTOR (IF ANY) NAME

**1B** MAILING ADDRESS

CITY STATE (Last Name First if a Person)

MULTIPLE DEBTOR (IF ANY) NAME

**1C** MAILING ADDRESS

CITY STATE

SECURED PARTY (Last Name First if a Person)  
 NAME  
**2A Manufacturers Hanover Financial Services**

MAILING ADDRESS  
**6500 Rock Spring Dr.**

CITY **Bethesda** STATE **MD** 20917  
 (Last Name First if a Person)

MULTIPLE SECURED PARTY (IF ANY) NAME

**2B** MAILING ADDRESS

CITY STATE

THIS SPACE FOR USE OF FILING OFFICER  
 Date, Time, Number & Filing Office

BOOK **507** PAGE **580**

RECORD FEE 10.00  
 POSTAGE .50  
 \$51425 0771 001 1104 25  
 FEB 9 83

3. This statement refers to original Financing Statement bearing File Number **Liber 465 page 227** and filed with **Anne**  
 The original was filed on **8/26/83**

- Arundel County**
- 4.  Continuation The original financing statement between the foregoing Debtor(s) and Secured Party(ies) bearing file number shown above, is still effective.
  - 5.  Termination Secured party no longer claims a security interest under the financing statement bearing file number shown above.
  - 6.  Partial Assignment Some of Secured party's rights under the Financing Statement have been assigned to the assignee whose name and address are set forth in Item 11. A description of the collateral subject to the assignment is also set forth in Item 11.
  - 7.  Full Assignment All of Secured Party's rights under the Financing Statement have been assigned to the assignee whose name and address are set forth in Item 11.
  - 8.  Amendment Financing Statement bearing file number shown above is amended as set forth in Item 11. Signature of Debtor required at Item 14 unless amendment changes only name or address of either party.
  - 9.  Release Secured party releases only the collateral described in Item 11 from the financing statement bearing file number shown above.
  - 10.  Check if true All documentary stamp taxes due and payable or to become due and payable pursuant to Chapter 201.22, F.S. have been paid.
11. If more space is required, attach additional sheets 8 1/2 x 11.

Mailed to Secured Party

12. No. of Additional Sheets presented

13. Return Copy to  
 NAME **Manufacturers Hanover Financial**  
 ADDRESS **5201 W. Kennedy Blvd. #501**  
 CITY **Tampa** ZIP CODE **33609**  
 STATE **FL**

14. SIGNATURE(S) OF DEBTOR(S) Necessary Only For Amendment See Item 8

15. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE  
**Manufacturers Hanover Financial Services**  
*Cheryl Steacy*

Approved by Secretary of State, State of Florida

STANDARD FORM — FORM UCC-3

(1) FILING OFFICER COPY

Equipment is leased. Filed for information purposes only.

BOOK 507 PAGE 587  
Sixty (60) Month Term

205973

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Davco Food, Inc.  
Address 1657 Crofton Blvd., Crofton, MD 21114

RECORD FEE 11.00  
FEE 1.50  
FEB 4 1977

2. SECURED PARTY

Name MetLife Capital Credit Corporation  
Address Ten Stamford Forum, P. O. Box 601, Stamford, CT 06904

7B

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One complete lot of restaurant furniture, fixtures and equipment as more specifically described in Exhibit A attached hereto and made a part hereof. Equipment located at Wendy's Old Fashioned Hamburgers, 5615 York Road, Baltimore, MD 21212

Filed with: County of Odenton

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Mailed to Secured Party

Harvey Rothstein U.P.  
(Signature of Debtor)

Harvey ROTHSTEIN  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Roy Bestercy  
(Signature of Secured Party)

ROY BESTERCY  
Type or Print Above Signature on Above Line

11/90

EXHIBIT A

DavCo Foods, Inc.

Fire Protection System  
Burglar Alarm  
Menu Board  
Equipment/Smwr Package  
Cash Register  
Patty Machine  
Intercom System  
Beverage System  
Walk-in Cooler Freezer  
Music System  
Bun Freezer  
Hot Chocolate Machine  
Coffee Machine  
Exhaust Hoods and Fans  
Hook-up Refrigeration  
Ice Machine  
Carpet  
Chicken Fryer  
Brass Rail System  
Ceiling Fans  
Toaster  
Vegetable Slicer  
Safe  
Chairs  
Food Processor  
Chicken Warmer  
Decor Package  
Smallwares  
Wall covering  
Comment Box

Mailed to Secured Party

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 469 Page No. 263  
Identification No. 250443 Dated Jan. 12, 1984

1. Debtor(s) Tom S. & Denise D. Gottshalk  
Name or Names—Print or Type  
641 Kensington Avenue Baltimore Md. 21146  
Address—Street No., City - County State Zip Code

2. Secured Party CentraBank  
Name or Names—Print or Type  
201 N. Charles Street Baltimore Md. 21201  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement.

RECORDS FEE 10.00  
POSTAGE .50  
431430 CTTT R01 T10.32  
FEB 9 87

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

Dated: December 22, 1986

CentraBank

Name of Secured Party

Mary J. Shue  
Signature of Secured Party

Mary J. Shue, A.V.P.

Type or Print (Include Title if Company)

CB1-137CL (5/83)

1050

Mailed to Secured Party

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK **265970**

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR  
 Name Evans International, Inc.  
T/A Giannotti & Associates  
 Address 950 County Square Dr., Suite 210, Ventura, California 93003

2. SECURED PARTY  
 Name NATIONAL SURETY LEASING, INC.  
 Address 672 Greenbriar Lane, Annapolis, Maryland 21401

RECORD FEE 12.00  
 POSTAGE .50  
 451439 0777 001 110452  
 FEB 9 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

TB

3. Maturity date of obligation (if any) January 1, 1990

4. This financing statement covers the following types (or items) of property: (list)  
SEE ATTACHED SCHEDULE A/EQUIPMENT LIST.  
CONDITIONAL SALES CONTRACT

Name and address of Assignee

EQUIPMENT LOCATED AT: 703 Gidding Ave., Suite U-3  
Annapolis, Maryland 21401

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Evans International, Inc.  
T/A Giannotti & Associates  
 (Signature of Debtor)  
Paul R. Van Mater, Jr./Executive V.P.  
 Type or Print Above Name on Above Line

NATIONAL SURETY LEASING, INC.

Carole R. Hardesty  
 (Signature of Secured Party)  
Carole R. Hardesty  
 Type or Print Above Signature on Above Line

1/25

Mailed to Secured Party

SCHEDULE A - LEASE # 4901

DATE: DECEMBER 19, 1986

BOOK 507 PAGE 591

One (1) IBM PC-AT Computer, Model 339, Serial Number 7133924  
One (1) Intel 80287 Co-Processor, Serial Number N/A  
One (1) Quadram EGA Monitor, Serial Number 6220489  
One (1) Quadram EGA-Plus Display Card                      Drive 1    Drive 2    Drive 3  
One (1) IBM 360K Diskette Drive, Serial Number 12310363, 1402-0304 & 053790  
One (1) Intel Above Board with 512K Memory, Serial Number BN007748H62  
One (1) Microsoft Serial Mouse  
One (1) IBM DOS 3.2 Software Package

LESSEE:

Evans International, Inc.  
T/A Giannotti & Associates

LESSOR:

Natioanl Surety Leasing, Inc.

FINANCING STATEMENT FORM UCC-1

507 592  
800, Identifying #

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 265980

1. DEBTOR

Name Anne Arundel County Police Department  
Address 201 MD Rt. 3 Millersville MD 21108

2. SECURED PARTY

Name Bell & Howell Acceptance Corp.  
Address 5215 Old Orchard Road Skokie IL 60077

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)  
Radios, Televisions, Phonographs, Electronic Equipment, Refrigerators, Freezers and Household appliances, and all other inventory or stock in trade of every kind and character, including after-acquired property, and insurance proceeds from the loss of any of the above.

- (1) ABR-200 Recorder/Camera S/N 500049
- (1) ABR-415 Automaster Reader/Filler S/N 6170487

RECORD FEE 13.00  
POSTAGE .50

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

851442 CTTT 001 T10454  
FEB 9 87

See attached Lease No. 39350  
(Signature of Debtor)  
Anne Arundel County Police Department  
Type or Print Above Name on Above Line

(Signature of Debtor)  
Type or Print Above Signature on Above Line

*Deanne Keenan*  
Bell & Howell Acceptance Corp.  
Type or Print Above Signature on Above Line

1320

# Equipment Lease

LEASE NO. 39350

PO# 102870000

01121910-319131510011

Bell & Howell Acceptance Corporation (Lessor)  
5215 OLD ORCHARD ROAD SKOKIE, ILLINOIS 60077-1076

BOOK 507 PAGE 593

Lessee: Anne Arundel County

Vendor: \_\_\_\_\_

Contact: Phone Dept 201 MD 210 210 Phone No. 410 219 210

Customer Purchase Order No. 102870000

Equipment Location: Phone Dept 201 MD 210 210 Street Address: Three Thicket County: Howard City: Beltsville State: MD Zip: 21118

Shipping Charges to This Location to be Paid by Lessee:  Partnership  Sole Proprietorship  Non Profit  
Kind of Business:  Corporation

Product Code	Quantity	Equipment Description	Serial Number	List Price
101545	1	HBA 200		13,506.00
101504	1	HBA 415 photo printer		7,500.00
Lease Term in Months: <u>60</u>		Payable: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	Advance Payment \$ <u>500.06</u>	Equip. Total <u>20,158.00</u>
Lease Payment Schedule			Purchase Option \$ _____	Trade-In _____
Number	Lease Payment	PMA Payment	Sales Tax	Total Payment
<u>60</u>	<u>500.06</u>	<u>1.17</u>	<u>1.17</u>	<u>500.06</u>
			Renewal Option \$ _____	Sub Total <u>20,158.00</u>
			Payable: <input type="checkbox"/> Monthly <input type="checkbox"/> Annual	Trade-Up _____
			Commencement Date <u>12-9-86</u>	Tax % _____
			To be filled in by BHAC	Total Cost <u>20,158.00</u>

1. LEASE. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the personal Property listed above (herein called "Equipment").

2. LEASE TERM. The term of lease shall commence on the date of acceptance of the Equipment by Lessee and shall continue for the period stated above. Except for Lessor's remedies in the event of default as defined herein, THIS LEASE IS NONCANCELLABLE. Lessee agrees to execute the Certificate of Acceptance and Satisfaction in the form attached hereto as Exhibit A. LESSEE SHALL CONCLUSIVELY BE PRESUMED TO HAVE ACCEPTED THE EQUIPMENT IF LESSEE FAILS TO NOTIFY LESSOR OF SUCH NON-ACCEPTANCE WITHIN 10 DAYS AFTER DELIVERY.

Lessee shall have the right at the end of the initial lease term, upon not less than 60 days prior written notice to Lessor, either (a) to purchase the equipment at the above stated price plus applicable sales tax or (b) to renew this Agreement for an additional one (1) year term at the renewal option price stated above. Lessee's failure to provide timely and proper notice shall cause this Agreement to renew automatically for an additional one (1) year term at the renewal option price.

3. RENT, NET LEASE. Lessee shall pay Lessor rent for the Equipment during the term hereof and continuing on the same day of each month thereafter for the term hereof. Any amount received by Lessor in excess of the first lease payment shall be held by Lessor as security for Lessee's performance hereunder. If Lessee is not in default hereunder (or under any other lease between the parties hereto), this amount shall be applied by Lessor at the end of the lease term toward the payment of the lease installments indicated in the Lease Payment Schedule above. Lessee represents that it has entered into a Maintenance Agreement covering the Equipment and has elected to remit all payments due thereunder to the Lessor, which payments shall be remitted by Lessor to the other party to the Maintenance Agreement in accordance with their agreement as to collection of the maintenance payments; accordingly, Lessee shall pay to Lessor the monthly maintenance payment during the term of the Maintenance Agreement covering the Equipment in accordance with the payment terms indicated on Lessor's monthly invoices. Lessee agrees that any payment it makes to Lessor shall be applied first to any lease payments including any payments due to Lessor pursuant to Paragraph 11 herein, and then to any maintenance payments due hereunder. Lessor shall have no obligation or liability for the maintenance services to be provided under the Maintenance Agreement covering the Equipment.

All payments by Lessee shall be made to Lessor at 5215 Old Orchard Road, Skokie, Illinois 60077-1076 or to such other address as Lessor shall designate in writing. Lessee's obligation to make lease payments shall be absolute and unconditional and shall continue unmodified despite any loss, damage or other interruption of use of the Equipment. The obligation of Lessee to pay in full any amounts due hereunder for the lease of the Equipment shall not be affected by dispute, claim, counterclaim, defense or other right which Lessee may have to assert against Lessor or the Vendor of the Equipment.

Any amounts which are not paid when due shall be subject to a delinquency charge equal to 25% per annum simple interest or the maximum rate permitted by applicable law from the due date until the date when paid, whichever is less.

4. DISCLAIMER OF WARRANTIES: LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Lessee shall be entitled to the benefits of the applicable Vendor's or manufacturer's warranty, if any, covering the Equipment. Lessor understands and agrees that, if the Equipment is not properly installed, does not operate as represented by the manufacturer, or is unsatisfactory for any reason, Lessee's only recourse will be to make a claim against the Vendor or manufacturer, and Lessee shall nevertheless continue to make lease payments to Lessor as required by this Agreement.

THIS AGREEMENT INCLUDES SECTIONS 5 THROUGH 14 ON THE REVERSE SIDE HEREOF, WHICH ARE HEREBY INCORPORATED HEREIN BY REFERENCE

Executed on October 17, 19 86

Accepted on Oct 24 19 86

Lessee: Anne Arundel County

Lessor: Bell & Howell Acceptance Corporation

By: Adrian A Teel

By: [Signature]

Title: Director of Administration

Title: Contract Mailed to Secured Party

Bell & Howell representative: \_\_\_\_\_

ORIGINAL SIGNATURE REQUIRED ON EACH PAGE

Additional Filing Copy

1. LIMITATION OF REMEDY: Lessee agrees to hold Lessor harmless from all claims, damages, suits or actions of any kind...

2. ASSIGNMENT: Lessee shall not assign, sublease, or otherwise dispose of its interest in this Agreement...

3. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties...

4. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California...

5. WITNESSES: This Agreement is being executed by the parties in the presence of two witnesses...

6. SIGNATURE AND ASSIGNMENT: Lessee shall not assign, sublease, or otherwise dispose of its interest...

7. WITNESSES: This Agreement is being executed by the parties in the presence of two witnesses...

8. SIGNATURE AND ASSIGNMENT: Lessee shall not assign, sublease, or otherwise dispose of its interest...

9. WITNESSES: This Agreement is being executed by the parties in the presence of two witnesses...

10. SIGNATURE AND ASSIGNMENT: Lessee shall not assign, sublease, or otherwise dispose of its interest...

11. WITNESSES: This Agreement is being executed by the parties in the presence of two witnesses...

12. SIGNATURE AND ASSIGNMENT: Lessee shall not assign, sublease, or otherwise dispose of its interest...

13. WITNESSES: This Agreement is being executed by the parties in the presence of two witnesses...

14. SIGNATURE AND ASSIGNMENT: Lessee shall not assign, sublease, or otherwise dispose of its interest...

15. WITNESSES: This Agreement is being executed by the parties in the presence of two witnesses...

16. SIGNATURE AND ASSIGNMENT: Lessee shall not assign, sublease, or otherwise dispose of its interest...

17. WITNESSES: This Agreement is being executed by the parties in the presence of two witnesses...

18. SIGNATURE AND ASSIGNMENT: Lessee shall not assign, sublease, or otherwise dispose of its interest...

19. WITNESSES: This Agreement is being executed by the parties in the presence of two witnesses...

20. SIGNATURE AND ASSIGNMENT: Lessee shall not assign, sublease, or otherwise dispose of its interest...

21. WITNESSES: This Agreement is being executed by the parties in the presence of two witnesses...

22. SIGNATURE AND ASSIGNMENT: Lessee shall not assign, sublease, or otherwise dispose of its interest...

23. WITNESSES: This Agreement is being executed by the parties in the presence of two witnesses...

24. SIGNATURE AND ASSIGNMENT: Lessee shall not assign, sublease, or otherwise dispose of its interest...

25. WITNESSES: This Agreement is being executed by the parties in the presence of two witnesses...

26. SIGNATURE AND ASSIGNMENT: Lessee shall not assign, sublease, or otherwise dispose of its interest...

27. WITNESSES: This Agreement is being executed by the parties in the presence of two witnesses...

28. SIGNATURE AND ASSIGNMENT: Lessee shall not assign, sublease, or otherwise dispose of its interest...

29. WITNESSES: This Agreement is being executed by the parties in the presence of two witnesses...

30. SIGNATURE AND ASSIGNMENT: Lessee shall not assign, sublease, or otherwise dispose of its interest...

STATE OF MARYLAND

BOOK 507 PAGE 594

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

205091

1. DEBTOR

Name Brady's Excavating, Inc.  
Address 314 Salisbury Road, Edgewater, MD 21037

2. SECURED PARTY

Name State Equipment, Division of SECORP NATIONAL INC.  
Address 1400 Joh Avenue, Baltimore, MD 21227

RECORD FEE 11.00  
POSTAGE .50  
031493 677 101 110:55  
FEB 9 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

TB

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) New Rental Dresser Model 540, Wheel Loader, Serial Number 4216, with all standard equipment.

Name and address of Assignor  
Dresser Leasing Corporation  
3201 North Wolf Road  
Franklin Park, IL 60131

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Brady's Excavating, Inc.

Russell Brady  
(Signature of Debtor)

Russell Brady, Pres.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Eq., Div. Secorp National, Inc.

Glenn S. Conklin  
(Signature of Secured Party)

Glenn S. Conklin, VP & GM  
Type or Print Above Signature on Above Line

Mailed to Recorder

TO BE  
 NOT TO BE
 } RECORDED IN LAND RECORDS
 
 SUBJECT TO  
 NOT SUBJECT TO
 
 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):

Hamilton & Epstein, D.D.S., P.A.  
 Name or Names—Print or Type  
 7706 Quarterfield Road, Glen Burnie, MD 21061  
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type  
 Address—Street No., City - County State Zip Code

2. Secured Party:

Earl K. Hamilton  
 Name or Names—Print or Type  
 624 Tower Bank Road, Severna Park, MD 21146  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).  
 All Debtor's furniture, fixtures, dental and other equipment and leasehold improvements now owned or hereinafter acquired.

4. If above described personal property is to be affixed to real property, describe real property.  
 7706 Quarterfield Road 8021 Ritchie Highway  
 Glen Burnie, MD 21061 Pasadena, MD 21122

5. If collateral is crops, describe real estate.  
 N/A

6. Proceeds of collateral  are  are not covered.  
 7. Products of collateral  are  are not covered. N/A

RECORD FEE 11.00  
 POSTAGE .50  
 051446 0777 RM 110-55  
 FEB 9 87

DEBTOR(S): SECURED PARTY: Mailed to Secured Party

(Signature of Debtor)  
 Hamilton & Epstein, D.D.S., P.A.  
 Type or Print

By: *[Signature]*  
 (Signature of Debtor)  
 Type or Print

(Company, if applicable)  
*[Signature]*  
 (Signature of Secured Party)  
 Earl K. Hamilton  
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
 Name and Address Jacob B. Davis, Esq., P.O. Box 849, Glen Burnie, MD 21061  
 Lucas Bros. Form F-1

*[Handwritten initials]*

TB

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 250473 recorded in Liber 469 Folio 343 on 1-13-84 at Anne Arundel Co.

1 DEBTOR(S) Institute For Resource Management, Inc  
 ADDRESS(ES) The Friary, 1600 Winchester Road  
Annapolis, Maryland 21401

2 SECURED PARTY MARYLAND NATIONAL BANK, ATTENTION LDRU  
 ADDRESS MAILSTOP 02 28 01 Post Office Box 987, Baltimore, Maryland 21203

RECORD FEE 10.00  
 TAXES 50  
 431553 OCT 01 11:40Z

Person and Address to whom Statement is to be returned (if different from above)  
Institute for Resource Mgmt, Inc The Friary 1600 Winchester Rd. Annapoli  
Md. 2140

FEB 9 87

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3  CONTINUATION The original Financing Statement referred to above is still effective.
- 4  TERMINATION The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5  ASSIGNMENT The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6  AMENDMENT The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
  - a.  Not subject to Recordation Tax.
  - b.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.
- 7  RELEASE (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
- 8 \_\_\_\_\_

CR  
CLERK

DEBTOR(S) \_\_\_\_\_

SECURED PARTY Maryland National Bank

BY Ruth F. Riley (SEAL)

BY \_\_\_\_\_ (SEAL)

Ruth F. Riley - Legal Documentation  
Officer

BY \_\_\_\_\_ (SEAL)  
Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

To the Clerk. After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

Mailed to Secured Party

1050

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement Identifying File No. 242613 recorded in Liber 450 Folio 10 on 5-19-82 at Anne Arundel Co.

RECORD FEE 10.00  
JUSTICE .30  
MAY 21 1982

1. DEBTOR(S): Institute For Resource Management, Inc  
 ADDRESS(ES): The Friary, 1600 Winchester Road  
Annapolis, Maryland 21401

2. SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION: LDRU  
 ADDRESS: MAILSTOP 02 28 01, Post Office Box 987, Baltimore, Maryland 21203

COPY CLERK 5 87

Person and Address to whom Statement is to be returned (if different from above):  
Institute for Resource Mgmt, Inc The Friary 1600 Winchester Rd. Annapolis Md. 21401

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box)

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
  - a.  Not subject to Recordation Tax.
  - b.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_
- 7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

DEBTOR(S): \_\_\_\_\_  
(Signature necessary only if Item 6 is applicable)

BY: \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank  
 BY: Ruth F. Riley (SEAL)

Ruth F. Riley - Legal Documentation Officer  
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

*Handwritten initials*

Mailed to Secured Party

265983

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 12-19-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JEREMY B. CARR and KATHLEEN W. CARR

Address 1930 Lincoln Drive, Annapolis, Maryland

RECORDED SEE POSTAGE

18.00  
.50

2. SECURED PARTY

Name MICHAEL L. BAULSIR and ROBIN L. BAULSIR

Address 872 R Doris Drive, Arnold, Maryland 21012

HAROLD B. MURNANE, III, 900 Crain Highway, S.W. Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) November 19, 1996

RECORDED SEE POSTAGE

4. This financing statement covers the following types (or items) of property: (list)  
Inventory-all Debtor's inventory, goods held for sale, supplies, goods in process.  
Equipment-all new and used Equipment owned by Debtor, including that list attached hereto as Exhibit A.  
Accounts-all Debtor's accounts receivable, contract rights and client list.  
Insurance proceeds-any and all right, title and interest in insurance proceeds due and payable in connection with said business.  
Leasehold interest-debtor's leasehold interest in the premises from which Debtor's business is conducted and all leasehold improvements.  
Licenses-All Debtor's rights, title and interest in all licenses.  
Specifically including all additions, replacements, after acquired goods, inventory, equipment. Property to be generally located at 1930 Lincoln Drive, Annapolis, Maryland.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

FEB 9 87

TB

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]  
(Signature of Debtor)

JEREMY B. CARR

Type or Print Above Signature on Above Line

[Signature]  
(Signature of Debtor)

KATHLEEN W. CARR

Type or Print Above Signature on Above Line

[Signature]  
MICHAEL L. BAULSIR, Secured party

[Signature]  
(Signature of Secured Party)

Robin  
ROOBIN L. BAULSIR, Secured party

Type or Print Above Name on Above Line

1850

Mailed to Secured Party

SIR SPEEDY PRINTING  
EQUIPMENT LIST

## EXHIBIT A

- 1 - Ricoh FT 4060 with SADF & sorter & coin box and base cabinet
- 1 - 30" x 72" table
- 1 - Kiddy table and 2 chairs
- 1 - Catalog stand
- 2 - Perforators
- 1 - AM total copy system & sorter & plate maker
- 1 - 8200 Xerox with finisher
- 1 - Bostitch stapler B-300
- 1 - GBC 21-hole punch
- 1 - Computer feeder for 8200 Xerox
- 2 - 5-hole punches
- 1 - Sanyo ECR 690-8 with slip printer electronic cash register complete accounts receivable software included (card system)
- 1 - Complete telephone system by Condial (7 stations)
- 2 - Sanyo computer Model 555 silver fox
- 1 - Comex letter quality printer Model CR-1
- 2 - Swingline electric staplers, Model 5000
- 2 - Dot Matrix printers
- 1 - Mosler security container
- 1 - Super Beltron with 20 meg hard drive
- 1 - AM Comp edit Model 5810 with extended memory and image preview (30 type cartridges, 4 face, total 120 fonts)
- 1 - Layout table with paraliner
- 2 - High stools
- 1 - Drafting table with portable paraliner
- 1 - Artwaxer
- 1 - 12" RC processor
- 1 - MacIntosh + with hard drive & lazer writer (5 software packages for graphics)
- 1 - Burglar alarm system with infra-red
- 1 - DDS Camera (C 240)
- 1 - Richmond lineup table
- 1 - Nuarc light table
- 1 - Nuarc FT 32 plate frame
- 1 - Tobias densitmeter
- 1 - Gam exposure prediction computer
- 1 - Brown punch and register system
- 1 - Kodak screen roller
- 1 - Nuarc integrator
- 1 - Ingents film cutter
- 1 - Agfa CP 380 stat processor
- 1 - Kodamatic 65 film processor

Mailed to Secured Party

PRESS ROOM

- 1 - Intercom paging system
- 3 - Portable shelving units
- 2 - Pag cans
- 1 - AB Dick 375 press with work organizer & alcohol damping & spray unit
- 1 - Hanada 880 DX
- 1 - Work truck
- 1 - AB Dick 9850 with T51 spray unit & alcohol damping
- 1 - AB Dick 385 with T51 alcohol damping & spray unit
- 1 - Plunger can
- 1 - ITEK 1518 Magalith
- 1 - J&B punch (plate)
- 3 - Portable shelving
- 1 - OHAUS inking scale
- 1 - Fire extinguisher

BINDRY

- 1 - 26-1 K mercury exposure system Nuarc
- 4 - 30" x 72" tables
- 4 - Type cabinets with furniture
- 2 - Solvert pumps
- 3 - Sections of steel shelving
- 1 - Solna 125 25" press
- 1 - Challenge knife cutter
- 1 - Polar 30" programmable cutter, Model 76EM
- 2 - Green supply cabinets
- 1 - 20" Triumph cutter
- 1 - Baum 20 x 26 with right angle 3 over 4 folder
- 1 - Bencol counter
- 2 - Banders
- 1 - Pallet Jack
- 1 - Baum folder #714 with air feed and table
- 1 - Mini counter
- 1 - Rossback drill
- 1 - Perfection 1-1/2" stitcher
- 1 - Bostitch stitcher #7
- 1 - Bostitch stitcher #3
- 1 - C&P letter press
- 1 - 4000 Micromatic numbering machine with 2 heads
- 4 - 30" x 72" tables
- 1 - Work unit
- 1 - Storage shelver
- 1 - Foldnak-1 bookmaker
- 1 - Norfin 208 bin sorter with pageboy
- 1 - AB Dick Model 7830 30-station collator with 2 headed stitcher and folding unit
- 1 - APS 14 x 17 shrink wrap system
- 1 - Robbie wrapping system
- 1 - AB Dick belobinder
- 1 - AB Dick master conversion unit
- 1 - AGFA eliminator plate maker
- 1 - GBC 8-station collator

Mailed to assigned party

- 1 - Craftsman tool box, top and bottom
- 1 - HIC electric punch
- 1 - HIC comb machine
- 1 - Dispenscanatic label dispenser
- 1 - Super speed drill
- 1 - Paddington II press
- 1 - Padding press
- 1 - GBC jogger
- 1 - Bostitch electric stapler
- 2 - Hand numbering machines
- 1 - Computer desk

OFFICE EQUIPMENT

- 1 - 2-piece reception counter
- 150 - job jackets
- 2 - Desks with chairs in reception area
- 1 - Portable file cabinet
- 1 - Work station 5'
- 2 - Calculators
- 2 - Swivel side chairs
- 1 - Desk
- 2 - Bookcases
- 1 - Computer desk
- 1 - Calculator
- 1 - Computer free arm
- 1 - Set of Thomas Registers 1986
- 1 - Printer stand
- 3 - Paper storage shelvings
- 1 - Metal supply cabinet
- 1 - 30" x 72" table
- 1 - Chair
- 1 - Metal shelf
- 4 - 4-draw file cabinets
- 1 - 2-draw file cabinet
- 1 - Desk
- 1 - Chair
- 1 - Calculator
- 1 - 5-draw file cabinet
- 1 - Bookcase
- 1 - Desk
- 1 - Chair
- 1 - Calculator
- 1 - Table
- 1 - Computer table
- 1 - Printer table
- 1 - Electric pencil sharpener
- 1 - Exacto sharpener
- 1 - 4-draw legal size file cabinet
- 1 - Art shelf
- 1 - Bunn coffee maker
- 1 - Coffee storage unit
- 1 - Refrigerator
- 1 - Microwave oven
- 2 - Fire extinguishers
- 1 - 36" T square
- 1 - Simplex time clock and card rack

**END  
LIBER**